

Mitch Rhodus
Mayor

Tim Meyers
Councilmember, At-Large

Matt Davidson
Councilmember, At-Large

Gwen Brill
Councilmember, At-Large



Leslie Besl
Councilmember, 1st Ward

Dale Paullus
Councilmember, 2nd Ward

Debbie Pennington
Councilmember, 3rd Ward

Adam Kraft
Councilmember, 4th Ward

**City of Fairfield City Council
Regular Meeting Agenda
Monday, February 24, 2025 7:00 PM
5350 Pleasant Avenue, Fairfield, OH 45014**

Guidelines for Citizen Comments: Thank you for your interest and participation in city government. Fairfield City Council's Guidelines for Citizen Comments describe the rules for addressing City Council. The guidelines are posted in the Council Chambers.

ADA Notice: The City of Fairfield is pleased to provide accommodations to disabled individuals or groups and encourage full participation in city government. Should special accommodations be required, please contact the Clerk of Council at 867-5383 at least 48 hours in advance of the meeting.

Council-Manager Briefing

5:30 PM - Capital Improvement Program 2025-2029

Business Meeting Call to Order

Prayer/Pledge of Allegiance

Councilmember Tim Meyers

Roll Call

Agenda Modifications

Executive Session Requests

Special Presentations

None.

Citizen Comments

Council Reports

Public Hearing(s)

None.

Approval of Minutes

1. Regular Meeting Minutes - February 10, 2025

Old Business

1. Development Services - Councilmember Adam Kraft

- a. Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), the City of Fairfield, Ohio, Zoning Map.

- Motion - Amend per Planning Commission recommendation (attached)
- Legislation - Second Reading

2. Public Utilities - Councilmember Matt Davidson

- a. Ordinance to authorize the City Manager to execute a real estate exchange agreement with the City of Hamilton, Ohio.

- Legislation - Third Reading
- Motion - Adoption

New Business - Motion to Read All New Business by Title Only

1. Development Services - Councilmember Adam Kraft

- a. Ordinance to authorize the City Manager to execute a Development Agreement with the Fairfield City School District Board of Education, Cincinnati Holding Company LLC, and a Hillwood development entity relative to the redevelopment of the former Forest Fair Mall property on Cincinnati Mills Drive and declaring an emergency.

- Legislation - First Reading

2. Public Safety - Councilmember Dale Paullus

- a. Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Wawa Midwest LLC dba Wawa 7208, 7075 Dixie Highway, Fairfield, OH 45014 (Permit Class C2).

3. Public Utilities - Councilmember Matt Davidson

- a. Ordinance to authorize the City Manager to enter into an electric aggregation agreement with an electric supplier as recommended by Energy Alliances, Inc., provided that the accepted aggregation rate is at or below \$0.095/kwh at the time of execution, for a period not to exceed thirteen (13) months and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

4. Public Works - Councilmember Debbie Pennington

- a. Ordinance to authorize the City Manager to enter into a contract with Barrett Paving

Materials, Inc. for the 2025 Asphalt Resurfacing Project

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

5. Finance & Budget - Councilmember Tim Meyers

- a. Ordinance to establish salaries and hourly rates for certain salaried and hourly employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain employees, to repeal Ordinance No. 3-25 and all amendments thereto and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

- b. Ordinance to amend Ordinance No. 158-24 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025.” Contractual Appropriations: \$2,400,000 total (see attached for detail: \$2,290,000 for Annual Street Paving Program (Public Works); \$110,000 for Sanitary Sewer Lining(Public Utilities))

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

\$110,000.00 - Wastewater Division - CIPP Lining of Sanitary Sewers (Public Utilities)

- c. Ordinance to amend Ordinance No. 158-24 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025.” Non-Contractual Appropriations: \$61,500 total (see attached for detail)

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

\$14,750 - Water Division - Major Process Equipment (Public Utilities)

\$26,750 - Wastewater Division - Turblex Blower Service(Public Utilities)

\$20,000.00 - Water Division - Professional and engineering services (Public Utilities)

Meeting Schedule

Monday, March 10 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Monday, March 24 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Monday, April 14 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Executive Session of Council (if Needed)

Adjournment

**City of Fairfield Minutes
Regular Meeting of City Council
February 10, 2025**

Council-Manager Briefing

6:30 PM - Energy Aggregation

Vice Mayor Adam Kraft called the briefing to order at 6:30 PM. Councilmembers present: Leslie Besl, Dale Paullus, Debbie Pennington, Adam Kraft, Tim Meyers, Matt Davidson and Gwen Brill.

Staff members present: Scott Timmer, Adam Sackenheim, Alisha Wilson, Steve Wolterman, Mandi Brock, Diana Davenport, Carol Mayhall, Steve Maynard, Ben Mann, Jason Hunold and Tom Lakamp.

Assistant City Manager Adam Sackenheim and Rich Surace with Energy Alliances presented an update on the electrical aggregation program. See attached slides.

Business Meeting Call to Order

Vice Mayor Kraft called the Regular Meeting to order at 7:07 PM.

Prayer/Pledge of Allegiance

Councilmember Adam Kraft

Vice Mayor Kraft led prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

Councilmember, 1st Ward Leslie Besl
Councilmember, 2nd Ward Dale Paullus
Councilmember, 3rd Ward Debbie Pennington
Councilmember, 4th Ward Adam Kraft
Councilmember, At-Large Tim Meyers
Councilmember, At-Large Matt Davidson
Councilmember, At-Large Gwen Brill

Agenda Modifications

None.

Executive Session Requests

Councilmember Pennington, seconded by Councilmember Paullus, moved for Executive Session to discuss the purchase of property for public use, confidential information related to an applicant for economic development assistance or negotiation with other political subdivisions respecting requests for economic development assistance, and preparing for, conducting or reviewing negotiations or bargaining sessions with public employees regarding their compensation or other terms and conditions of employment. Roll call vote. Motion carried 7-0.

Special Presentations

Haylee Kraft presented City Council with letters and cards written by her 6th grade class at Sacred Heart, thanking them for their service to the City and support of their Catholic School, in honor of Catholic School week.

Citizen Comments

Vernon Click, 5953 Kingsmont Drive, addressed Council regarding energy aggregation. He received high bills and thought he was in aggregation, but he was not. He found out he had a third party supplier and was not enrolled in the program. He thinks letters should be sent to everyone to advise them of their options, even if they have a third-party supplier. Vice Mayor Kraft asked Assistant City Manager Sackenheim to step out in the hallway to discuss with him further.

Council Reports

Councilmember Brill reminded Council of the boards and commissions interviews on February 22.

Councilmember Pennington reported that the City of Hamilton gave an update that the Bilstein bridge on Holden Boulevard may open in March, weather depending.

Councilmember Besl reported that bunker renovations started at golf course South Trace and should be completed mid-April. The golf course is open during renovations.

Public Hearing(s)

1. Joint Public Hearing - Forest Fair Mall Rezoning

Vice Mayor Kraft opened the public hearing at 7:16 PM. Roll call of Planning Commission: Commissioner Medler, Commissioner O'Brein, Commissioner Hassler, Commissioner Lepsky, Commissioner Davidson, Commissioner Meyers and Commissioner Robertson all present. Clerk Wilson read the meeting notice. Development Services Director Kathman and Planning Manager Lynn presented an overview of the requested re-zoning. Ben Davis, Sr. Vice President, and Jay Smith, Vice President of Development, with Hillwood Development thanked Council for their consideration of the project and staff for all of their hard work over the last few years to help them put the project together. See attached slides. Councilmember Meyers asked about the feasibility of adding more windows to the buildings to break up the long walls, as well as what "Mixed Use" could include. Planning Manager Lynn explained that it is zoned for commercial and a PUD would be needed for a hotel or high-density residential. Councilmember Paullus asked what would happen with the Kohl's building now that the store is closing. Mr. Smith stated that it would be demolished along with the rest of the mall structure. Vice Mayor Kraft asked what the property would look like where the mall would be demolished. Hillwood stated that the parking lot will remain and the mall property will be top-soiled and seeded. Planning Commission Chair Lepsky addressed Council regarding concerns for the traffic impact study that was completed and if the numbers are correct, as well as working with Forest Park for a joint-funded district for future improvements in the area. Mayor Lawrence Hawking of Sprindale, Ohio, addressed Council and requested consideration for their

residents that are adjacent to the property. Vice Mayor Kraft closed the public hearing at 8:22 PM.

Approval of Minutes

1. Regular Meeting Minutes - January 27, 2025

The Regular Meeting Minutes of January 27, 2025 were approved as written and submitted.

Old Business

1. Community & Public Relations - Councilmember Gwen Brill

- a. Simple Motion: Formal recognition and/or approval of Council assignments and appointments dated January 1, 2025.

It is recommended that City Council recognize and approve the following Council appointments via simple motion of Council:

Vice Mayor - Adam Kraft
Community & Public Relations - Gwen Brill
Development Services - Adam Kraft
Parks, Recreation & Environment - Leslie Besl
Public Safety - Dale Paullus
Public Utilities - Matt Davidson
Public Works - Debbie Pennington
Finance & Budget - Tim Meyers

Board of Zoning Appeals - Debbie Pennington
Community Improvement Corp - Tim Meyers & Adam Kraft
OKI - Dale Paullus
OKI Alternate - Mitch Rhodus
Emergency Management Agency - Mitch Rhodus
SELF Board - Gwen Brill

Councilmember Gwen Brill, seconded by Matt Davidson, moved to remove from table. Motion Yes 7, No 0, Abstained 0.

Councilmember Gwen Brill, seconded by Matt Davidson, moved to amend. Motion Yes 7, No 0, Abstained 0.

Councilmember Gwen Brill, seconded by Matt Davidson, moved to adopt. Motion carried Yes 7, No 0, Abstained 0.

SIMPLE MOTION NO. 1-25. APPROVED 7-0.

2. Development Services - Councilmember Adam Kraft

- a. Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), the City of Fairfield, Ohio, Zoning Map.

Second reading held pending Planning Commission recommendation.

3. Public Utilities - Councilmember Matt Davidson

- a. Ordinance to authorize the City Manager to execute a real estate exchange agreement with the City of Hamilton, Ohio.

Councilmember Davidson presented the second reading of this ordinance.

4. Public Works - Councilmember Debbie Pennington

- a. Resolution declaring the necessity of repairing sidewalks (including aprons).

Councilmember Pennington presented the third reading of this resolution.

Councilmember Debbie Pennington, seconded by Matt Davidson, moved to adopt. Motion Yes 7, No 0, Abstained 0.

RESOLUTION NO. 1-25. APPROVED 7-0.

New Business - Motion to Read All New Business by Title Only

Councilmember Leslie Besl, seconded by Matt Davidson, moved to read all New Business by title only. Motion Yes 7, No 0, Abstained 0.

1. Finance & Budget - Councilmember Tim Meyers

- a. Ordinance to amend subsection (b), Fringe Benefit Method, of Section 163.18 OPERS Pickup of Chapter 163, Employee Provisions, of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio and declaring an emergency.

The proposed amendment is in response to review recommendations by the Ohio Public Employees Retirement System (“OPERS”) to ensure ongoing compliance.

Councilmember Meyers presented the first reading of this ordinance.

Councilmember Tim Meyers, seconded by Dale Paullus, moved to suspend second and third readings. Motion Yes 7, No 0, Abstained 0.

Councilmember Tim Meyers, seconded by Matt Davidson, moved to adopt. Motion Yes 7, No 0, Abstained 0.

ORDINANCE NO. 11-25. APPROVED 7-0.

- b. Ordinance to amend Ordinance No. 158-24 entitled “An Ordinance to make estimated

appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025.”
Contractual Appropriations: \$377,711 total (see attached for detail)

Councilmember Meyers presented the first reading of this ordinance.

Councilmember Tim Meyers, seconded by Debbie Pennington, moved to suspend second and third readings. Motion carried Yes 7, No 0, Abstained 0.

Councilmember Tim Meyers, seconded by Matt Davidson, moved to adopt. Motion carried Yes 7, No 0, Abstained 0.

ORDINANCE NO. 12-25. APPROVED 7-0.

\$60,000.00 - Water Division - Asphalt and Concrete (Public Utilities)

\$17,711 – Annual Concrete Program contingency funds restored (Public Works)

\$300,000 - Municipal Building Security Upgrades change order (Public Works - existing contract)

- c. Ordinance to amend Ordinance No. 158-24 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025.”
Non-Contractual Appropriations: \$11,776 total (see attached for detail)

Councilmember Meyers presented the first reading of this ordinance.

Councilmember Tim Meyers, seconded by Matt Davidson, moved to suspend second and third readings. Motion carried Yes 7, No 0, Abstained 0.

Councilmember Tim Meyers, seconded by Matt Davidson, moved to adopt. Motion carried Yes 7, No 0, Abstained 0.

ORDINANCE NO. 13-25. APPROVED 7-0.

\$11,776 - Ross and Woodridge Roundabout Right of Way Services (Public Works)

Meeting Schedule

Monday, February 24, 2025 - Council-Manager Briefing, 5:30 PM; Regular Meeting, 7:00 PM
Monday, March 10, 2025 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM
Monday, March 24, 2025 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Clerk Wilson read the meeting schedule.

Executive Session of Council (if Needed)

Council recessed to Executive Session at 8:27 PM.

Adjournment

The Regular Meeting adjourned at 8:58 PM.

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved:

ENERGY ALLIANCES

SOUTHWEST OHIO'S
MOST TRUSTED
ENERGY ADVISER



City of Fairfield
Electric Aggregation
February 10, 2025



Aggregation Timeline

- May 2023: Energy Alliances presented at Council-Manager Briefing
 - Council voted to put aggregation on Nov '23 ballot.
- November 2023: 62% of Voters approved electric aggregation.
- December 2023: Public meetings. Council voted to adopt Plan of Operations.
- February 2024: Bids presented. Council selected Dynegy as aggregation supplier.
 - Electric Aggregation Program in effect April '24 to May '25
- February 2025: Renewal Discussion

Performance

Electric Aggregation Performance Report Summary										
			City of Fairfield, Ohio							
Bill Month	Number of Accounts	Total Volume (kWh)	Aggregation Price (\$/kWh)	Average "Price to Compare" (\$/kWh)	Total Aggregation Cost (\$)	Total Utility Cost (\$) *	Total Performance (\$)	Total Performance (%)	Avg. Performance Per Account (\$)	% of Accounts w/ Positive Performance
May-2024	12,224	11,172,894	\$0.0617	\$0.0920	\$689,369.69	\$1,028,362.19	\$338,992.51	33.0%	\$27.73	100%
Jun-2024	12,078	12,789,487	\$0.0617	\$0.0796	\$789,111.30	\$1,017,707.57	\$228,596.28	22.5%	\$18.93	100%
Jul-2024	11,831	15,575,998	\$0.0617	\$0.0794	\$961,038.12	\$1,236,632.72	\$275,594.60	22.3%	\$23.29	100%
Aug-2024	11,530	14,084,511	\$0.0617	\$0.0795	\$869,014.43	\$1,119,117.05	\$250,102.62	22.3%	\$21.69	100%
Sep-2024	11,256	12,554,173	\$0.0617	\$0.0795	\$774,595.43	\$998,566.13	\$223,970.70	22.4%	\$19.90	100%
Oct-2024	11,051	9,819,944	\$0.0617	\$0.0772	\$605,889.42	\$757,748.97	\$151,859.54	20.0%	\$13.74	99%
Nov-2024	10,875	8,644,008	\$0.0617	\$0.0778	\$533,338.32	\$672,710.63	\$139,372.31	20.7%	\$12.82	99%
Dec-2024	10,512	13,871,435	\$0.0617	\$0.0702	\$855,868.34	\$973,497.94	\$117,629.60	12.1%	\$11.19	89%
Total	11,420	98,512,450	\$0.0617	\$0.0792	\$6,078,225.04	\$7,804,343.20	\$1,726,118.16	22.1%	\$151.15	
* "Total Utility Cost (\$)" represent what those in the aggregation would have paid if they stayed with Duke's Standard Service Offer										
Notes: The aggregation program began in April 2024 (May bill) and the average participant has already save over \$150 and over 22% compared to Duke's default rate. The City has save over \$1.7M as a whole.										

Electric program has saved community **\$1.726M** over 8 months,
Or \$151 per account on average (vs. Duke "default" rate)



Electric Aggregation Renewal

- Sent RFP to 4 Suppliers
 - 2 Responses
 - Dynegy & Constellation

50% Renewable Rate			
	May-26	Sep-26	May-27
Supplier	12	16	24
Constellation	\$ 0.0871	\$ 0.0874	\$ 0.0876
Dynegy	\$ 0.0874	\$ 0.0920	\$ 0.0951
Traditional Rate			
	May-26	Sep-26	May-27
Supplier	12	16	24
Constellation	\$ 0.0858	\$ 0.0861	\$ 0.0862
Dynegy	\$ 0.0861	\$ 0.0907	\$ 0.0937

Current aggregation price:
\$0.0617/KWH

Duke's Default Rate for Jun '25 →
May '26 is Unknown:

- First Auction: March 18th
- Second Auction: April 15th

Duke's Estimated Rate:
\$0.097-0.10/KWH



Options to Consider

Option #1

Continue Program in May 2025

- Pro
 - Anticipated lower rate compared to a summer restart
 - No letters from Duke regarding accounts returning to Duke (only accounts on program)
- Con
 - Duke's default rate unknown

Option #2

Delay until After Duke Auction – Earliest is July 2025 Restart

- Pro
 - Duke's default rate known
- Con
 - Potentially higher rate due to delayed start
 - Potential Letter Confusion
 - Letters from Duke in April returning accounts to Duke
 - Opt-Out letters in May
 - Letters from Duke in June regarding new supplier



Next Steps

- Determine if City would like to continue program – with or without delay.
- Regardless of start date, authorize City Manager to enter into an agreement with electric supplier with a “not to exceed” price structure:
 - 2/24/2025 Council action
- May 2025 Start
 - Contract signed by first week of March
 - Opt-Out Letters Mailed in March
 - June first bill with new rate
- July 2025 Start
 - Contract signed by first week of May
 - Opt-Out Letters mailed in May
 - August first bill with new rate

Questions & Discussion



Public Hearing

Forest Fair Mall Rezoning Application

February 10, 2025

Forest Fair Mall



Cincinnati
Mall

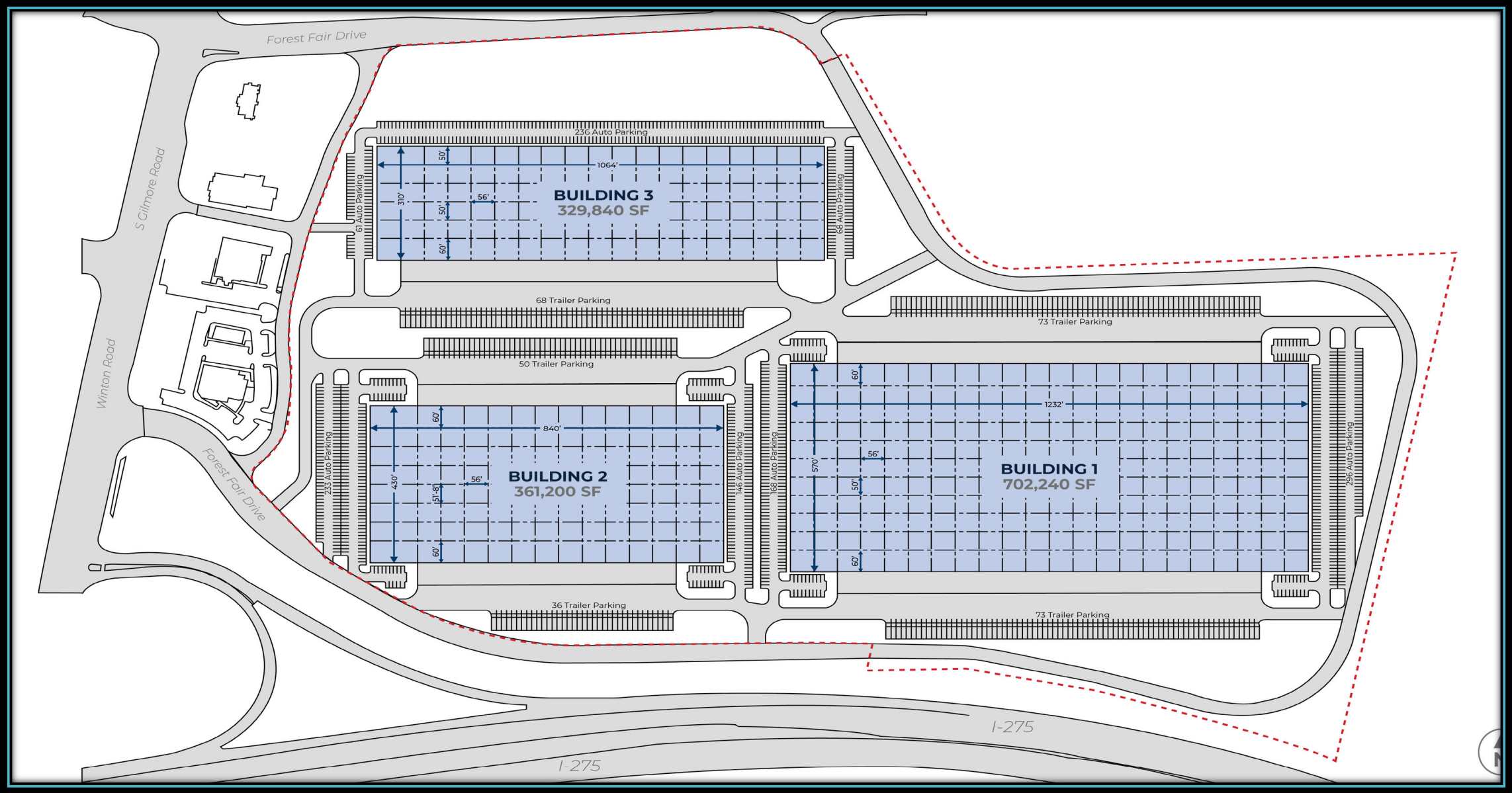


Cincinnati Mills

Forest Fair Village



2021 Proposed Site Plan





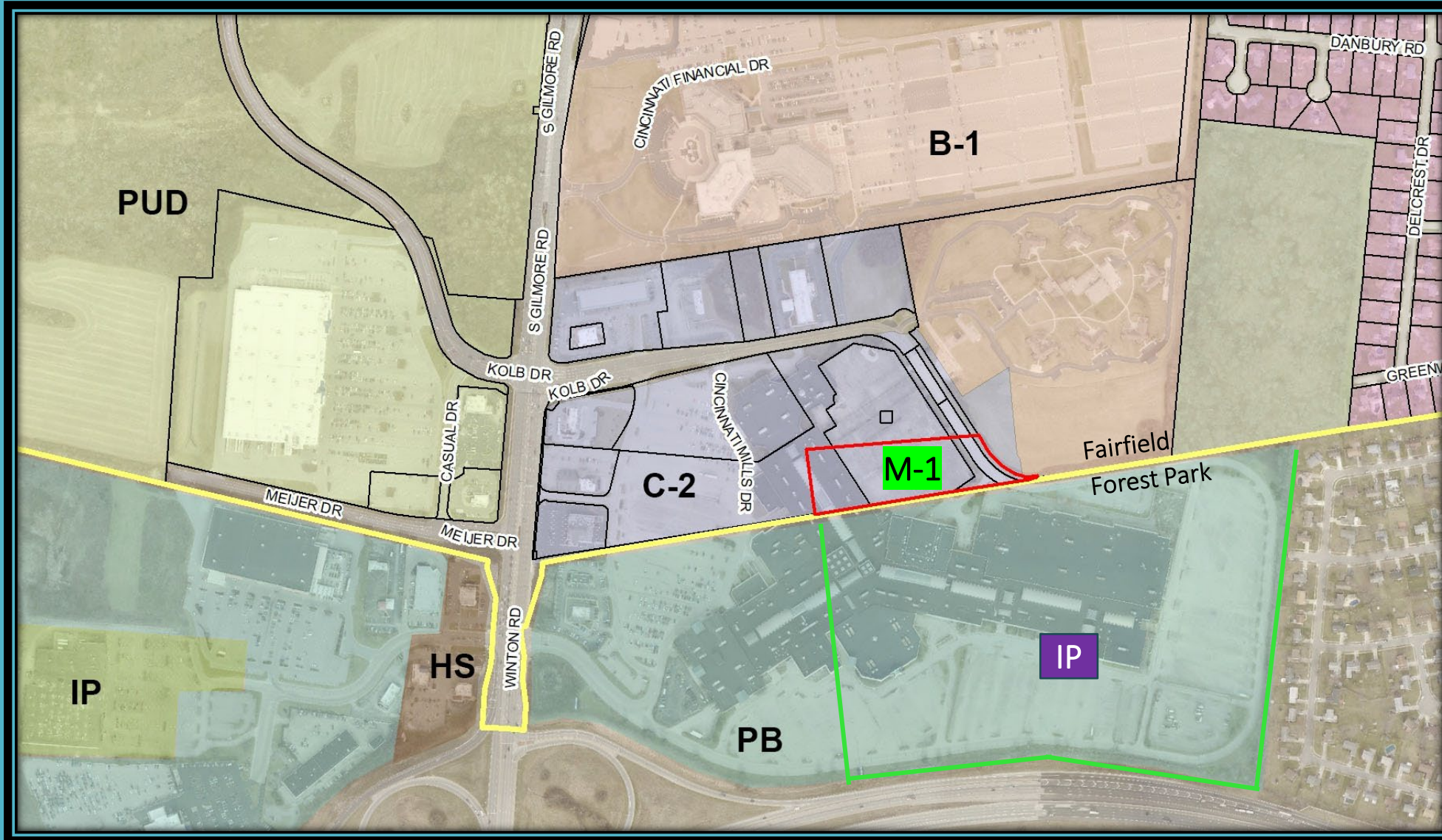
Site Issues and Challenges

- Site exists in 2 cities, 2 counties, 3 school districts
- “Dead Mall” - Vacant 1.5 million square foot building
- Blighted Property - Building and site degradation
 - interior and exterior; graffiti, trash, vandalism
 - health and safety concerns
- \$10.5 million in outstanding TIF bonds issued by the Cincinnati Port Authority
- Outstanding TIF agreement payments owed to Fairfield City School District
- \$7.9 million demolition grant time constraint
- Out of town ownership group

Rezoning Benefits

- Reputable, top-tier developer with local presence to construct and own a Class A business park, representing \$100 million investment
- Land at the front of the property will be cleared of encumbrances and available for a future mixed-use development
 - Demolition grant through Butler County Land Bank is utilized
 - 1.5 million square foot blighted building and parking garage demolished
 - \$10.5 million in outstanding bonds paid off
- Fairfield City School District TIF payments settled
- Supports and protects existing businesses in the South Gilmore corridor
- Advances other development efforts in the South Gilmore corridor





Zoning Districts

- PUD – Planned Unit Development
- B-1 – Institution & Office
- C-2 – Central Business
- M-1 – Industrial Park
- Forest Park
- PB – Planned Business
- HS – Highway Service
- IP – Industrial Park

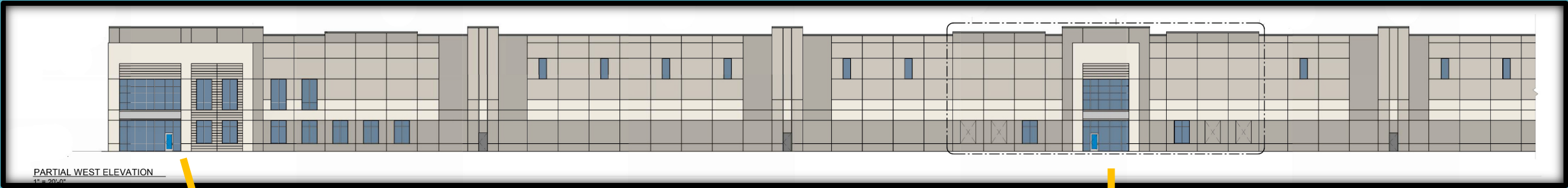




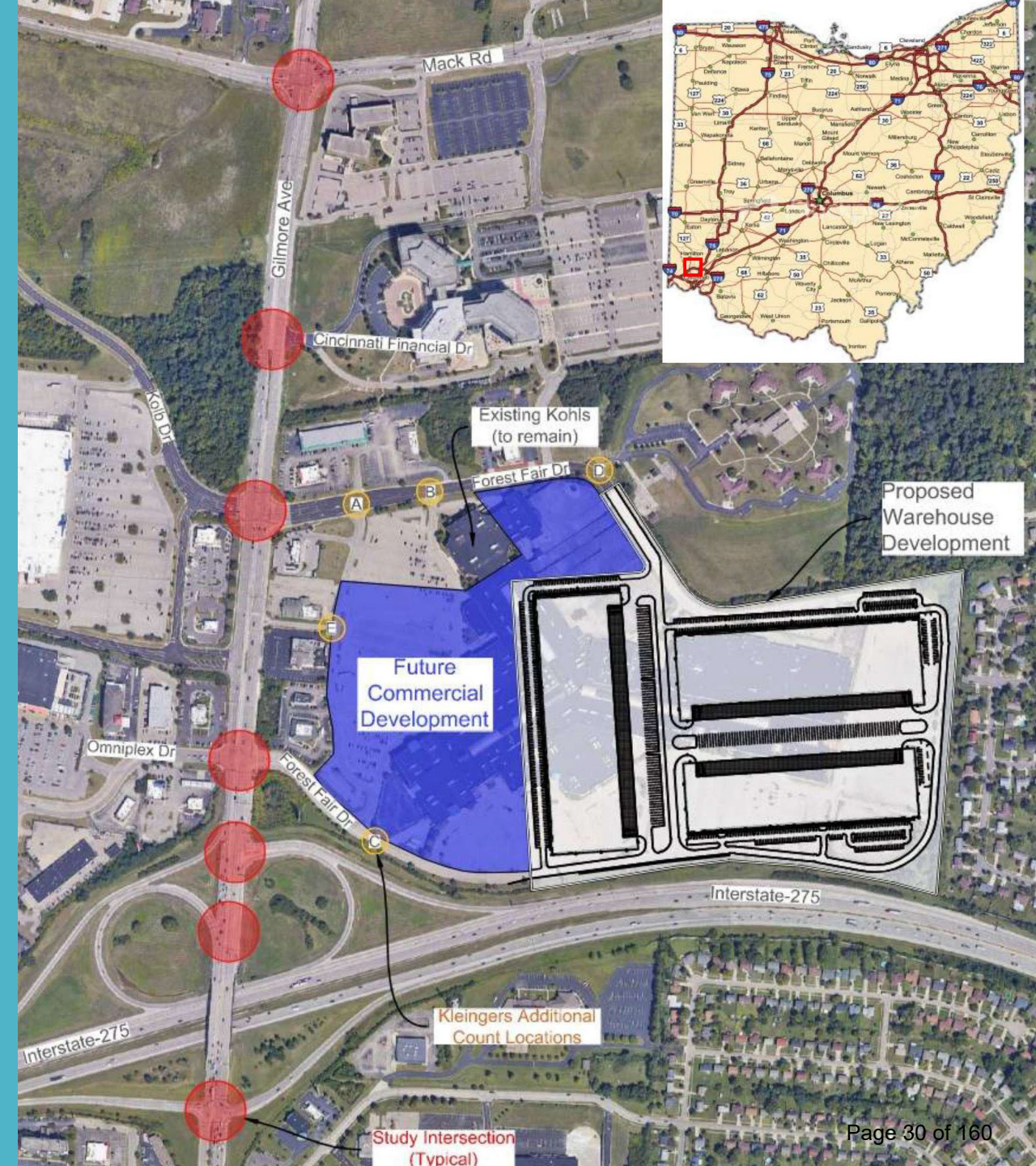
Fairfield

Forest Park

I-275



Traffic Impact Study



Schedule

- Public Hearing – February 10 @ 7:00 PM
- Planning Commission – February 12 @ 6:00PM
- Second Reading – February 24 @ 7:00 PM
- Third Reading – March 10 @ 7:00 PM

Note: If Planning Commission delays their decision, the Council meetings will be delayed accordingly.

Comments
Or
Questions?



PARK 275 REDEVELOPMENT

FEBRUARY 10, 2025

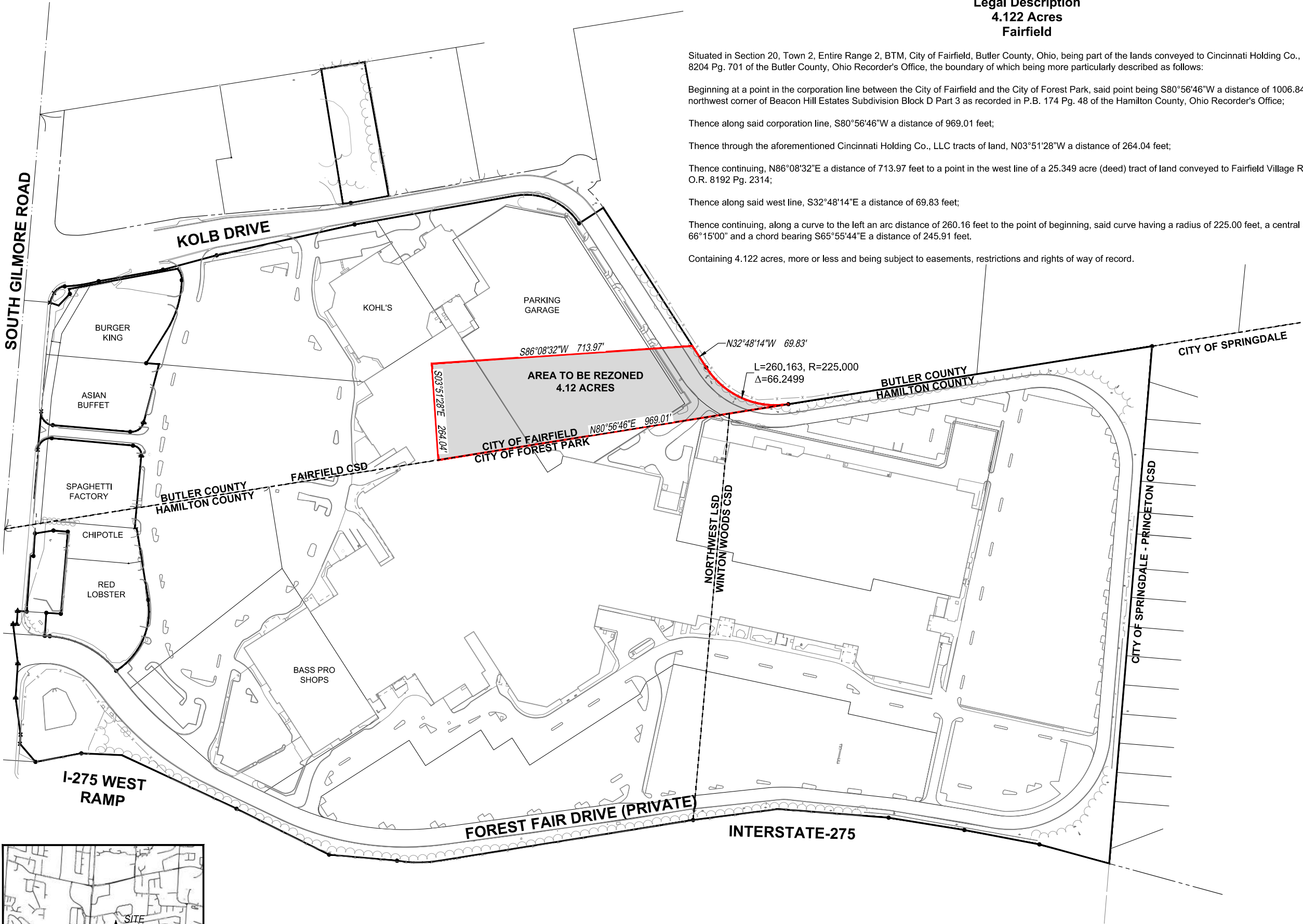
PREPARED FOR:



FAIRFIELD

OHIO





Area to be rezoned to (M-1) Light Industrial District
Legal Description
4.122 Acres
Fairfield

Situated in Section 20, Town 2, Entire Range 2, BTM, City of Fairfield, Butler County, Ohio, being part of the lands conveyed to Cincinnati Holding Co., LLC in O.R. 8204 Pg. 701 of the Butler County, Ohio Recorder's Office, the boundary of which being more particularly described as follows:

Beginning at a point in the corporation line between the City of Fairfield and the City of Forest Park, said point being S80°56'46"W a distance of 1006.84 feet from the northwest corner of Beacon Hill Estates Subdivision Block D Part 3 as recorded in P.B. 174 Pg. 48 of the Hamilton County, Ohio Recorder's Office;

Thence along said corporation line, S80°56'46"W a distance of 969.01 feet;

Thence through the aforementioned Cincinnati Holding Co., LLC tracts of land, N03°51'28"W a distance of 264.04 feet;

Thence continuing, N86°08'32"E a distance of 713.97 feet to a point in the west line of a 25.349 acre (deed) tract of land conveyed to Fairfield Village Realty LLC in O.R. 8192 Pg. 2314;

Thence along said west line, S32°48'14"E a distance of 69.83 feet;

Thence continuing, along a curve to the left an arc distance of 260.16 feet to the point of beginning, said curve having a radius of 225.00 feet, a central angle of 66°15'00" and a chord bearing S65°55'44"E a distance of 245.91 feet.

Containing 4.122 acres, more or less and being subject to easements, restrictions and rights of way of record.

EXISTING ZONING:
(C-2) CENTRAL BUSINESS DISTRICT

PROPOSED ZONING:
(M-1) LIGHT INDUSTRIAL DISTRICT



CITY OF FAIRFIELD ZONING PLAT

PARK 275

CITY OF FOREST PARK, OH

CITY OF FAIRFIELD, OH

SEAL:

NO. DATE DESCRIPTION

PARK 275

CITY OF FOREST PARK, OH

CITY OF FAIRFIELD, OH

PROJECT NO: 210795.002

DATE: 2024-12-17

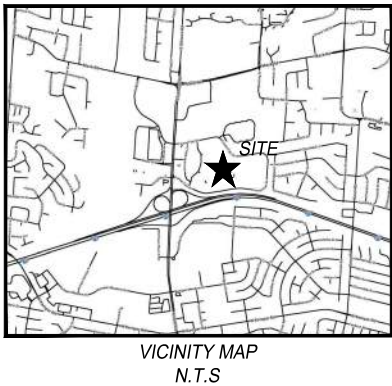
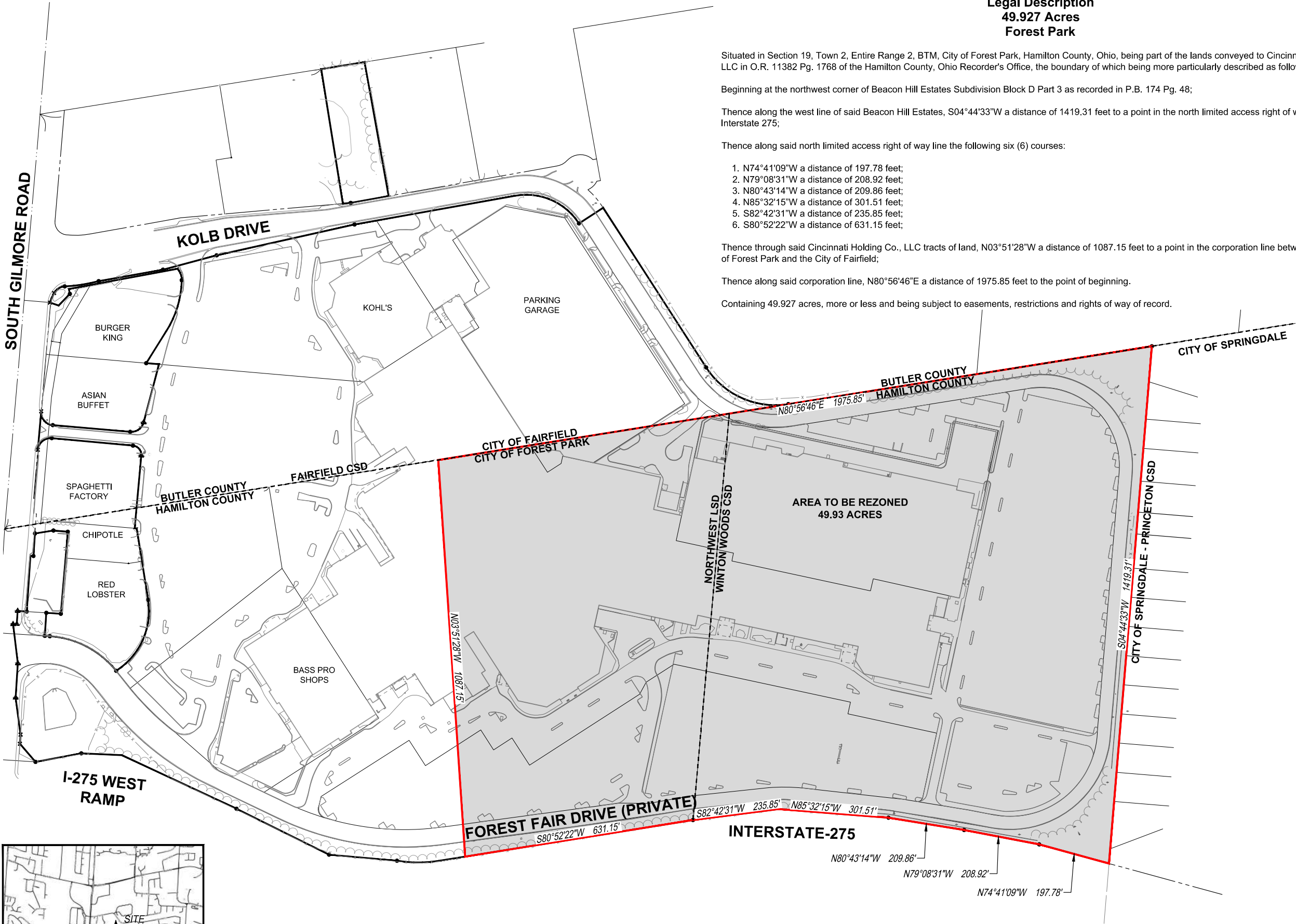
SCALE:

SHEET NAME:

CITY OF FAIRFIELD ZONING PLAT

SHEET NO:

ZN-1b



Area to be rezoned to (IP) Industrial Park
Legal Description
49.927 Acres
Forest Park

Situated in Section 19, Town 2, Entire Range 2, BTM, City of Forest Park, Hamilton County, Ohio, being part of the lands conveyed to Cincinnati Holding Co., LLC in O.R. 11382 Pg. 1768 of the Hamilton County, Ohio Recorder's Office, the boundary of which being more particularly described as follows:

Beginning at the northwest corner of Beacon Hill Estates Subdivision Block D Part 3 as recorded in P.B. 174 Pg. 48;

Thence along the west line of said Beacon Hill Estates, S04°44'33"W a distance of 1419.31 feet to a point in the north limited access right of way line of Interstate 275;

Thence along said north limited access right of way line the following six (6) courses:

1. N74°41'09"W a distance of 197.78 feet;
2. N79°08'31"W a distance of 208.92 feet;
3. N80°43'14"W a distance of 209.86 feet;
4. N85°32'15"W a distance of 301.51 feet;
5. S82°42'31"W a distance of 235.85 feet;
6. S80°52'22"W a distance of 631.15 feet;

Thence through said Cincinnati Holding Co., LLC tracts of land, N03°51'28"W a distance of 1087.15 feet to a point in the corporation line between said City of Forest Park and the City of Fairfield;

Thence along said corporation line, N80°56'46"E a distance of 1975.85 feet to the point of beginning.

Containing 49.927 acres, more or less and being subject to easements, restrictions and rights of way of record.

EXISTING ZONING:
(PB) PLANNED BUSINESS DISTRICT

PROPOSED ZONING:
(IP) INDUSTRIAL PARK DISTRICT



CITY OF FOREST PARK ZONING PLAT

PARK 275
CITY OF FOREST PARK, OH
CITY OF FAIRFIELD, OH

SEAL:

NO. DATE DESCRIPTION

PARK 275
CITY OF FOREST PARK, OH
CITY OF FAIRFIELD, OH

PROJECT NO: 210795.002
DATE: 2024-12-17
SCALE:

0 50 100 200

SHEET NAME:
CITY OF FOREST
PARK ZONING
PLAT

SHEET NO:
ZN-1a



CONCEPTUAL LANDSCAPE PLAN
PARK 275
CITY OF FOREST PARK, OH
CITY OF FAIRFIELD, OH

SEAL:

NO. DATE DESCRIPTION

PARK 275
CITY OF FOREST PARK, OH
CITY OF FAIRFIELD, OH

PROJECT NO: 210795.002
DATE: 2024-12-17
SCALE:



SHEET NAME:

CONCEPTUAL LANDSCAPE PLAN

SHEET NO:
ZN-4



AERIAL PERSPECTIVE RENDERING - LOOKING NORTHEAST
N.T.S.



1063 Central Avenue
Cincinnati Ohio, 45202
p: 513-241-4422 f: 513-241-5560
www.ATA-B.com

PARK 275 - BUILDING 1

CITY OF FAIRFIELD, OHIO
CITY OF FOREST PARK, OHIO

ISSUE DATE

01.14.2025

PROJECT #: 24102

DRAWN: GA CHECKED: DW

A202.1



1063 Central Avenue
Cincinnati Ohio, 45202
p: 513-241-4422 f: 513-241-5560
www.ATA-B.com



PARK 275 - BUILDING 1

CITY OF FAIRFIELD, OHIO
CITY OF FOREST PARK, OHIO

ISSUE DATE

01.14.2025

PROJECT #: 24102

DRAWN: GA CHECKED: DW

A202.2

AERIAL PERSPECTIVE RENDERING - ENLARGED - LOOKING EAST
N.T.S.



CORNER RENDERING - BUILDING 1
N.T.S.



1063 Central Avenue
Cincinnati Ohio, 45202
p: 513-241-4422 f: 513-241-5560
www.ATA-B.com

PARK 275 - BUILDING 1

CITY OF FAIRFIELD, OHIO
CITY OF FOREST PARK, OHIO

ISSUE DATE

01.14.2025

PROJECT #: 24102

DRAWN: GA CHECKED: DW

A202.3



SOUTHSIDE PERSPECTIVE RENDERING - BUILDING 1
N.T.S.



1063 Central Avenue
Cincinnati Ohio, 45202
p: 513-241-4422 f: 513-241-5560
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PARK 275 - BUILDING 1

CITY OF FAIRFIELD, OHIO
CITY OF FOREST PARK, OHIO

ISSUE DATE

01.14.2025

PROJECT #: 24102

DRAWN: GA CHECKED: DW

A202.4



MID ENTRY PERSPECTIVE RENDERING - BUILDING 1
N.T.S.



1063 Central Avenue
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PARK 275 - BUILDING 1

CITY OF FAIRFIELD, OHIO
CITY OF FOREST PARK, OHIO

ISSUE DATE

01.14.2025

PROJECT #: 24102

DRAWN: GA CHECKED: DW

A202.5



1063 Central Avenue
Cincinnati Ohio, 45202
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HIGHWAY PERSPECTIVE RENDERING
N.T.S.

PARK 275 - BUILDING 1

CITY OF FAIRFIELD, OHIO
CITY OF FOREST PARK, OHIO

ISSUE DATE

01.14.2025

PROJECT #: 24102

DRAWN: GA CHECKED: DW

A202.6



City Council Communication
Regular Meeting - February 24, 2025

Submitted by: Alisha Wilson, Clerk of Council
 Department: Development Services

Subject:

Former Forest Fair Mall Rezoning

Legislation Title:

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), the City of Fairfield, Ohio, Zoning Map.

- Motion - Amend per Planning Commission recommendation (attached)
- Legislation - Second Reading

Recommendation:

It is recommended that City Council have a first reading of this item at the January 27, 2025 meeting, set the joint public hearing for February 10, and await the written recommendation from the Planning Commission.

Discussion:

Hillwood Investment Properties is proposing to redevelop a portion of the former Forest Fair Mall site. The redevelopment will include demolishing the entire mall and the associated four story parking garage. Once demolished, Hillwood is proposing to develop a business park consisting of three light industrial buildings on 54 acres on the eastern side of the property. The buildings will range in size from 250,000 – 355,000 square feet. The majority of the development will be located in Forest Park, with only 8% of the development located in Fairfield. The remaining front portion of the mall site that has direct access to South Gilmore Road will remain with the current property owner and could support a mixed use redevelopment in the future.

Concurrent with this rezoning request, Hillwood is requesting a zone change for the +/- 50 acres in Forest Park from Planned Business (PB) to Industrial Park (IP). A public hearing for the Forest Park rezoning has been scheduled for January 27. It is anticipated that a vote by Forest Park City Council will occur in February.

Forest Fair Mall was constructed in the late 1980s and opened to the public in 1989. The 1.5 million square foot building sits on 90.43 acres, straddling two cities, two counties and three school districts. Approximately one-third of the mall is located in Fairfield and the remaining two-thirds is located in Forest Park. The mall has changed ownership many times and a major upgrade was completed in 2004 that included both interior and exterior renovations. Over the years, owners of the mall have struggled with acquiring and retaining tenants resulting in the

decline of the mall, including the structural integrity and exterior appearance. Several years ago, the Fairfield Fire Department ordered the closure of the parking garage due to the failure of the fire suppression system. More recently, the mall was condemned by the City of Forest Park in 2022 due to health and safety concerns. Bass Pro Shops left the mall in January 2024. Kohls has recently announced it will be closing this store in April 2025, leaving the entire mall vacant.

Financial Impact:

None. This is a land use decision.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Council_site plan
2. Council_aerial perspective
3. Council_corner elevation
4. ZONING CODE CHANGE-ORD
5. Council aerial_mall rezoning
6. Memo to Council_mall rezoning.2.3.25
7. PC Recommendation Mall Rezoning 2.12.25 SL

Proposed Site Plan







ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO, SECTION 1130.01(B)(2), THE CITY OF FAIRFIELD, OHIO, ZONING MAP.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The official Zoning Map of the City of Fairfield, Ohio, which is incorporated into Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), is hereby amended by changing the zoning classification of the 4.12 acres of land located approximately 400 feet south of the terminus of Kolb Drive at the site of the former Forest Fair Mall and being parts of Lot 483 of the City of Fairfield as shown in the attached Exhibit "A" which is incorporated herein by reference from its present C-2, Central Business District to M-1, Industrial District.

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	
Third Reading	_____	

ATTEST:

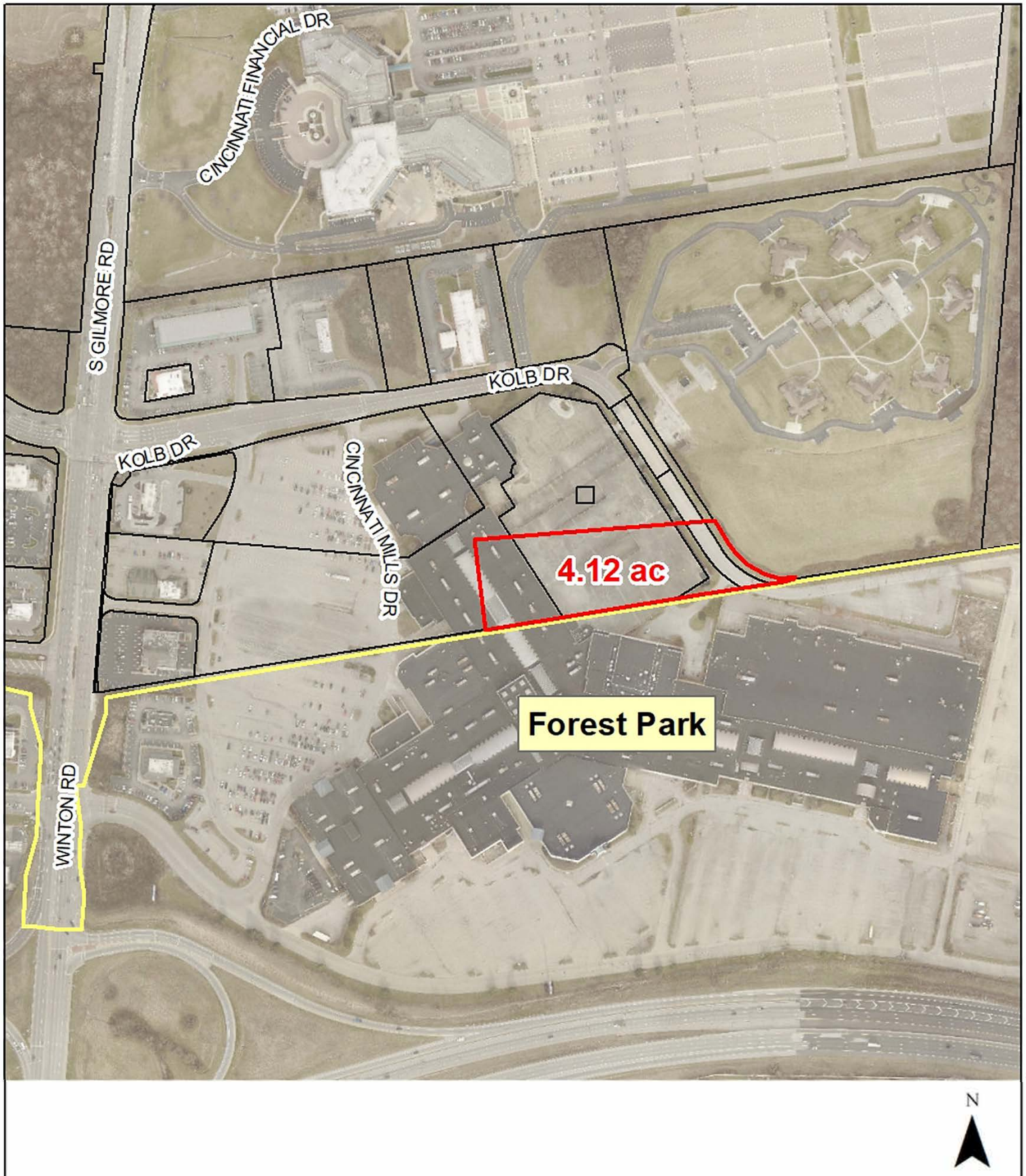
Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Exhibit A

Request to Change Zoning From C-2 to M-1



January 27, 2025



Staff Report

To: City Council and Planning Commission
From: Greg Kathman, Development Services Director and Erin Lynn, Planning Manager
Subject: Application to change the zoning of 4.12 acres located near the terminus of Kolb Drive at the former Forest Fair Mall
Date: February 3, 2025

The following is a summary of the rezoning request.

Request:

To change the zoning of 4.12 acres of the Forest Fair Mall site from C-2, Central Business District to M-1, Industrial Park District.

Background:

Forest Fair Mall opened to the public in 1989 as the largest shopping mall in the region, measuring 1.5 million square feet. The original developer, LJ Hooker, filed bankruptcy shortly after the mall opened and the mall passed between several owners in the 1990s. In 2002, the mall was purchased by the Mills Corporation, which launched a major \$70 million renovation that included rebranding the mall as Cincinnati Mills. The Cincinnati Mills renovation was completed as a public-private partnership that included creation of a tax increment financing (TIF) district and the issuance of bonds by the Port Authority of Greater Cincinnati. The bonds paid for improvements to the driveways, parking lots, and parking structure. The Mills Corporation was purchased by Simon Properties in 2007 and during its tenure Simon relocated several major tenants to the Cincinnati Premium Outlets in Monroe. The mall passed through the hands of two “distressed property” investors before being obtained by the current owner World Properties in 2010 as the holder of a defaulted mortgage.

Over the last 15 years, the mall has suffered from high vacancy and deferred maintenance which has led to visible degradation of the property. In 2018 the Fairfield Fire Department ordered the closure of the parking structure due to the failure of the fire suppression system. More recently, the interior portion of the mall was condemned by the City of Forest Park in 2022 due to health and safety concerns. Bass Pro Shops vacated the mall in January 2024 and Kohl’s has recently announced it will be closing this store in April, leaving the mall 100% vacant.

The decline of the mall lead to a substantial drop in tax revenues available to the two cities, two counties, and three school districts within which the mall is located. In addition to the decline in

taxes, the expected tax increment revenue to pay off the bonds did not materialize once the property value began to decline. More than \$10 million in outstanding bond debt remains, creating a barrier to redevelopment since the bonds must be paid before demolition can occur.

The current owner of the mall had declined multiple purchase offers by various investors and developers until 2021 when Hillwood Investment Properties, a major real estate development firm based in Texas, negotiated a purchase agreement. Hillwood specializes in building Class A business parks and has a positive track record of leasing them to companies with good paying jobs. Hillwood initiated discussion with both Fairfield and Forest Park about redeveloping the property. As part of its redevelopment proposal, Hillwood will pay off the remaining bond debt. Fulfilling the bond obligations will remove the Cincinnati Port Authority from the project and will allow for the demolition of all the structures. In 2022, Hillwood partnered with the Butler County Land Bank to secure a \$7.9 million state demolition grant to cover a significant percentage of the cost to demolish the entire mall, including the parking structure. The demolition funds have a deadline of December 31, 2025 to be spent or the grant will be lost.

Hillwood originally proposed developing the entire 99 acre property for a business park use that included large cross-docked buildings suited for logistics and distribution companies. After receiving feedback from both cities, Hillwood revised their plans to propose three smaller, rear-loaded buildings concentrated on 54 acres, primarily in Forest Park. The remainder of the property would remain in the ownership of World Properties and could support a mixed-use redevelopment in the future. Staff believes the smaller buildings will attract a more favorable mix of office, light manufacturing, and smaller logistics operations to the site than larger cross-docked buildings would have.

Site Summary:

The entire mall site consists of the 1.5 million square foot building, four story parking structure, surface parking, private ring road, detention basins, and access drives, but does not include the five restaurant outlots fronting on South Gilmore Road. It straddles two cities, two counties and three school districts. Approximately 22% of the mall site is located in Fairfield and the remaining 78% is located in Forest Park. The area to be rezoned for the entire project is approximately 54 acres, four acres in Fairfield and 50 acres in Forest Park. The area to be rezoned in Fairfield is located approximately 400 feet south of the terminus of Kolb Drive, more specifically the southern section of the existing parking structure. The area split between Fairfield and Forest Park is shown below:

Jurisdiction	Land Area	Area to be Rezoned	Remaining Area
Fairfield	22 acres	4 acres	18 acres
Forest Park	77 acres	50 acres	27 acres
Total	99 acres	54 acres	45 acres

The existing zoning of the mall in both cities is commercial and the proposed zoning classification in both cities is light industrial. The following is a breakdown of the surrounding zoning:

- ❖ North: C-2, Central Business
- ❖ South: IP, Industrial Park (proposed) *Forest Park*
- ❖ East: B-1, Institution and Office
- ❖ West: C-2, Central Business

Hillwood is proposing three multi-tenant buildings ranging in size from 250,000-355,000 square feet. The floor space is intended to be flexible with regard to the number of tenants. Of the three buildings only a small portion of one building is proposed to be located in Fairfield. The remainder of the land located in Fairfield is proposed to contain employee parking and landscaping. The application includes a conceptual landscape plan illustrating the applicant's intent to provide a full landscape treatment throughout the development. A detailed landscape plan will be required as a condition of site plan approval.

Traffic Impact Study:

See Departmental Correspondence dated January 31, 2025 from the Fairfield City Engineer.

Zoning Code References:

South Gilmore/Mack Overlay District:

The subject site is located in the South Gilmore/Mack Overlay District. The zoning code states that new development or redevelopment projects should focus on employment-centered uses such as office, medical office, high-tech research and development, and other similar uses.

C-2 Zoning:

The zoning code states that the purpose of the C-2 Zoning District is to promote and protect certain land areas for commercial uses that serve the residents of the city.

M-1 Zoning:

The zoning code states that the purpose of the M-1 Zoning District is to promote and protect certain land areas for light industrial development.

The following is a list of uses that are permitted, permitted with standards, and conditionally permitted in the M-1 District:

Government Facility	Permitted Use
Animal Boarding and Daycare	Conditional Use
Brewery and Distillery	Conditional Use
Building and Trade Shop	Permitted Use
Commercial Kitchen	Conditional Use

Financial Institution	Conditional Use
Wholesale Greenhouse	Conditional Use
Landscaping Service Facility	Permitted with Standards
Office – General and Medical	Conditional Use
Motor Vehicle Repair	Conditional Use
Indoor Recreational Facility	Conditional Use
Retail and Restaurant	Conditional Use
Food Processing	Conditional Use
Industrial Laundry	Conditional Use
Artisan Manufacturing	Permitted
Light Manufacturing	Permitted with Standards
Research, Develop., Laboratory Facility	Conditional Use
Stone and Monument Works	Permitted Use
Warehouse	Permitted with Standards

The following is a list of industrial uses that are not permitted in the M-1 District:

- ❖ Building Material Yard
- ❖ Construction and Large Equipment Rental, Sale and Service
- ❖ Contractor Yard
- ❖ Crematorium
- ❖ Junk Yard
- ❖ Heavy Manufacturing
- ❖ Motor Vehicle Storage and Tow Yard
- ❖ Renewable Energy Facility
- ❖ Trucking or Logistics Terminal

Light Manufacturing Definition:

Product assembling or mixing, where previously processed components or manufactured parts produced off-site are fitted together into a machine or blended or blown or extruded to form a non-combustible and non-explosive product. Product packaging, including bottling, canning, packing, wrapping, and boxing of products assembled. Laboratories for testing of non-hazardous materials. The assembling or packaging shall not produce noise, vibration, hazardous waste materials, or particulate that create significant negative impacts to adjacent land uses. Odors produced onsite shall not negatively affect other businesses or properties in the area. Examples of assembling include but are not limited to the production of the following: clothes, including screen printing; furniture (where wood is milled off-site); pharmaceuticals; hardware; toys;

musical instruments; mechanical components; electric or electronic components and appliances; small vehicle assembly; and computer software. Examples of packaging include, but not limited to, facilities for bottling beverages, canning, and wrapping of foods, and boxing electronic components.

Fairfield Forward Comprehensive Plan:

There are numerous sections of the Fairfield Forward Comprehensive Plan that relate to this project. The proposed land use for this property is Mixed Use which are areas that encourage multiple, different types of uses in a single building or development. Mixed use developments should provide a sustainable mix of uses that provide a wide variety of retail, service, employment and housing needs.

The proposed development is located within the South Gilmore/Mack Small Area, which is both a gateway into Fairfield and a major regional business activity area. The vision statement for this small area states, "The small area is a primary gateway entrance into Fairfield with close proximity to the interstate, contains high traffic volume generating businesses, and is a regional draw. It will have strong design standards for development, but also have flexibility to accommodate a range and intensity of uses that are compatible with, and support the current office and medical land use patterns." The comprehensive plan further states that due to its location directly off of I-275, the small area represents the city's best opportunity for large-scale, high quality economic development.

The following are Goals, Policies and Implementation Strategies from the plan that relate to the proposed project.

SOUTH GILMORE/MACK SMALL AREA PLAN

Goal SGM-1: Encourage a mixed-use environment that includes non-retail alternatives such as high-tech businesses, medical and office space. Limited areas of support retail and services are appropriate.

Policy 1.2: Develop a reuse plan for the Forest Fair Mall property that includes a sustainable mixed-use development that does not rely solely on one major land use.

The proposed business park will be located in the back portion of the property leaving approximately 45 acres (located in both Fairfield and Forest Park) available for a mixed-use development project. Currently there are five outlots along Winton/ South Gilmore Road occupied by restaurants.

Goal SGM-2: Require that new development and redevelopment meet the high standards of design expected by the community from a visual and quality perspective for this primary gateway into the city and encourage planned coordination as opposed to uncoordinated piecemeal type development.

The façade of the three buildings are designed with pillar like projections at intervals of 100 feet. This has a perceptible effect of reducing the visual mass of the wall. The buildings have lobby

entrances at each front corner along with additional entry features at intervals of the front façade. These are the areas where glass is used most extensively. The buildings are placed in a courtyard “T” arrangement with the rear of each building facing inward. This design contains the loading and unloading functions, most of the truck traffic and truck parking, and waste disposal within the inner part of the development. This layout uses the buildings themselves to act as a buffer and visual screen. Substantial landscaping is proposed around the perimeter of the site.

Goal SGM-4: Undertake a comprehensive approach to the design of pedestrian, bicycle, and vehicular traffic flow through this area with an emphasis on the use of service streets that provide access to and from land uses off Mack and South Gilmore Roads where feasible.

The site is served by a ring road with access to Winton/South Gilmore Road at two locations. The ring road will remain and will be utilized by the tenants of the business park. As outlined in the traffic impact study, truck traffic will be diverted to the access point across from Omniplex Drive in Forest Park due to its close proximity to the expressway. Employee traffic is anticipated to utilize both access points.

Policy 5.3: Require all new large-scale development and redevelopment (e.g. those developments creating 100 or more peak hour trips) in this area to submit a traffic impact study for city review and require the developer to participate in improvements to help reduce congestion at AM and PM peak hours that may be further worsened by the new development.

The applicant submitted a traffic impact study. Refer to the memo prepared by the City Engineer.

Strategy SGM-5: Encourage the application of a PUD on key parcels of land in the South Gilmore/Mack area to establish a comprehensive approach to mixed land use, pedestrian connectivity, open space preservation and access management.

The applicant is requesting a change in zoning to M-1, Industrial Park District. This is a straight rezoning request and not a PUD.

Strategy SGM-6: Continue to collaborate with the City of Forest Park, Butler County, affected school districts, REDI Cincinnati, and the Cincinnati Port Authority to coordinate development and redevelopment opportunities for the Forest Fair Mall site.

The applicant has submitted a parallel rezoning application to the City of Forest Park. The Forest Park Planning Commission discussed the project on January 14 and recommended a favorable approval. Forest Park’s City Council conducted a public hearing on the rezoning on January 27 with an anticipated final vote on February 18.

TRANSPORTATION

Goal T-1: Provide a comprehensive, safe, convenient, well-balanced, and financially feasible transportation system.

See Departmental Correspondence from the City Engineer.

Policy 1.1: Concentrate development in appropriate locations where the existing

infrastructure has available traffic capacity to minimize congestion.

See Departmental Correspondence from the City Engineer.

ECONOMIC DEVELOPMENT

Goal ED-1: Attract and retain a diverse economy of businesses and services to provide goods, services, and employment opportunities for residents, and to maintain a continued stable and healthy tax base.

Policy 1.4: Support office and industrial development in strategic areas which retain and expand opportunities for employment and an increase in the tax base.

The proposed business park development could potentially employ between 360 and 450 employees, based on the metrics of other similar buildings generating 1 job for every 2,000 to 2,500 square feet. Removal of the blighting impacts of the mall property will have a positive impact on the retention of existing major office and healthcare employers in the corridor, including Cincinnati Financial (3,000+ employees), Vertiv (300+ employees), and Mercy Health-Fairfield Hospital (1,300+ employees). Employees of the new business park will join the existing office and healthcare businesses in supporting the retail and restaurant uses within the corridor.

Goal ED-2: Promote the revitalization of aging and deteriorating commercial areas.

For many years the poor state of the mall and the significantly high vacancies were sources of frustration and negatively impacted the image and economic vitality of both cities. The mall is a blight on the community and the site will continue to deteriorate with the lack of tenants. Although Hillwood is only acquiring a portion of the site to build their business park, the company will demolish the entire mall building, including the attached parking structure, and pay off the outstanding bonds in full as part of the project. Staff believes these actions will significantly advance redevelopment of the site and the larger South Gilmore/Mack Small Area by removing a large, blighted property at a major gateway into Fairfield.

Policy 4.3: Discourage heavy industrial uses that will detract from the city. If such uses are permitted to locate in the city, all activities should be required to be in a wholly enclosed building and any outside storage be screened.

Heavy industrial uses are not permitted to locate in the M-1 District nor are they permitted in the IP zoning district in Forest Park. In addition, the IP zoning does not permit outdoor storage and requires all business activity to occur indoors. The M-1 zoning also requires all activity to occur indoors, but permits outdoor storage. It is recommended that outdoor storage not be permitted in order to be consistent with the IP zoning in Forest Park.

Recommended Conditions of Approval:

Should the Planning Commission approve the request, the following conditions of approval are recommended:

1. Notwithstanding the rezoning to M-1 zoning, landscaping services facility and motor vehicle repair shall not be permitted, and no outdoor storage shall be permitted.
2. The recommendations outlined in the final approved traffic impact study shall be implemented by the applicant.

DEPARTMENTAL CORRESPONDENCE

TO: Erin Lynn, Planning Manager

FROM: Nick Dill, City Engineer

DATE: January 31, 2025



SUBJECT: Traffic Implications of Proposed Forest Fair Mall Redevelopment

Background

South Gilmore Road is classified as a minor arterial and serves as a primary connection between the Route 4 (Dixie Highway) commercial corridor and the interstate interchange at I-275. Between the I-275 interchange and Mack Road, South Gilmore serves approximately 35,000 daily vehicles (ODOT 2023 count). Trucks are not permitted north of the intersection with Kolb. In recent years, Fairfield Public Works has made considerable effort to post the truck restrictions clearly. Despite this, trucks are still seen north of Kolb on a daily basis. In 2024, Fairfield Police cited 8 trucks for use of local streets.

The last major corridor improvement to South Gilmore Road was completed in 2012 and was justified by traffic studies from the mid-2000s when the mall was operating and generating substantially more traffic than it does at present. Additional improvements were made to the westbound ramp in late 2021. As a result, even with two of Fairfield's largest employers (Cincinnati Financial and Mercy Hospital) contributing significant traffic on South Gilmore Road in the peak hours, the road has enough capacity so that every intersection between Mack and the eastbound I-275 ramps operates at a Level of Service D or better. The Level of Service (LOS) scale is from A (Best) to F (Failing), with D and above considered to be acceptable. Even with assumed background traffic growth over the next 20 years, LOS is expected to remain above D at all intersections.

However, the corridor features significant room for development between the mall, the Heine property at the southwest corner of Mack/South Gilmore and the former Benzing property to the northeast of that intersection. Approximately 18 acres of the former Benzing property is expected to develop into a small subdivision in the near future. Development of these properties will generate additional traffic on top of the assumed background growth. The proposed mall redevelopment surpasses Fairfield's minimum threshold requiring the developer to produce a Traffic Impact Study (TIS) and consider improvements to the public roadways that will mitigate the impact of this development.

Hillwood's engineer, The Kleingers Group, submitted a TIS for the proposed mall redevelopment on January 14, 2025. City staff coordinated with Forest Park's engineer, Verdantas, to respond with several minor review comments on January 29. At the time of this memo, Kleingers has not updated the TIS in response to the comments, however, the general findings of the memo are not expected to be altered as a result of the comments.

Trip Generation and Impact on South Gilmore Road

The proposed redevelopment includes demolishing the mall, followed by the construction of approximately 940,000 square feet of business park space in the first phase in 2026. A second phase, assumed to consist of 220,000 square feet of retail, 5 acres of outlot development, and a hotel is expected at some point in the future. It should be noted that the TIS assumes the existing Kohls store will remain open, although recent news suggests that it will soon permanently close. This minor discrepancy is not expected to substantially impact the findings of the TIS.

The TIS demonstrates that the first phase of redevelopment will generate just under 200 trips in both the AM and PM peak hours. Daily truck traffic is expected to account for 33% of the total trips (approximately 500 per day), although most of those are expected to occur at off-peak times. The mixed-use second phase is shown to generate an additional 800 trips in the PM peak hour.

Analysis of intersection capacity and delay shows that the first phase of redevelopment has relatively little impact on overall intersection LOS at the City-controlled signals in either 2026 or 2046. Select movements at Kolb and eastbound I-275 ramp

intersections slip from LOS D to E in 2026 and then to F by 2046 in the assumed full-build scenario, but both signals' overall LOS remains acceptable. The TIS makes recommendations to mitigate these effects, discussed below.

The full-build scenario was only analyzed for 2046, as the timing of the second phase is unknown, but assumed to be after 2026. In its analysis, the TIS demonstrated that adding the second phase would degrade the overall LOS at Kolb in the AM peak hour from B to C, which is still considered acceptable. Individual movements at the eastbound ramp experience LOS degradation in this scenario as well.

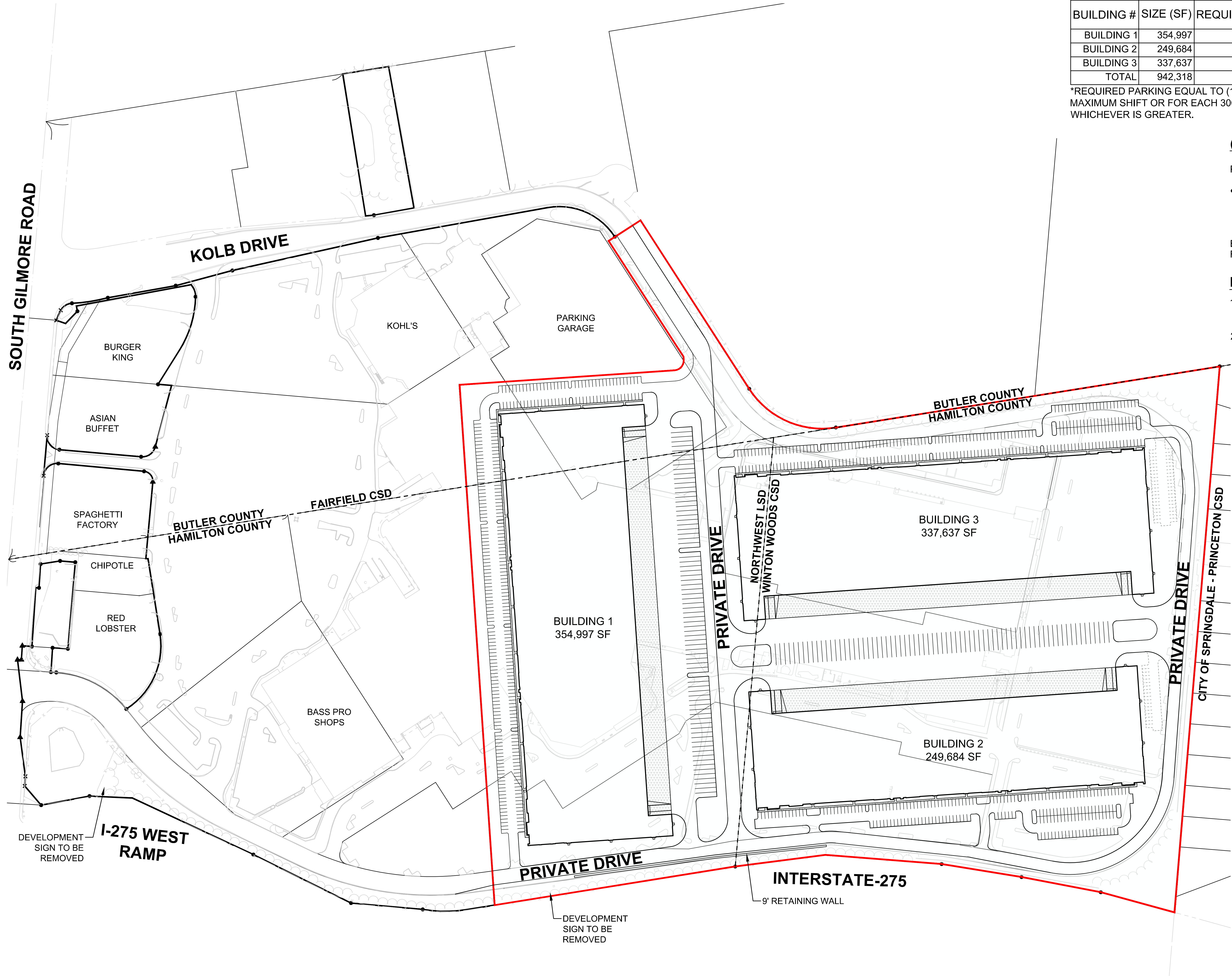
Traffic Impact Study Recommendations and Fairfield Position

Following Phase 1, the TIS recommends that signal timings be adjusted as necessary to optimize traffic signal operations and improve LOS. The City performs traffic counts and adjusts signal timings every three years with the next periodic adjustment expected in 2026. If the first phase of the mall redevelopment isn't expected to open until 2026, and/or the business park space hasn't been filled at that time, it may make sense for the City to hold off on adjusting signal timings in this corridor until a later date. This is something Fairfield Public Works can consider as this redevelopment moves forward.

After the mixed-use phase is completed, the TIS recommends modifications to the intersection with the eastbound ramp to further mitigate the reduced LOS that signal optimization can't address in the intersection's current configuration. In the response comments to Kleigners, Fairfield and Forest Park requested that the proposed modifications be discussed with ODOT to receive concurrence or discover whether further study or improvements would be necessary. It is Fairfield Public Works' position that the cost of modifying the intersection, along with additional costs attributed to any ODOT requirements, should be the responsibility of the developer at the time of the Phase 2 mixed-use development.

The draft TIS states that truck traffic is expected to use the Omniplex traffic signal. Previous iterations of proposed developments at this site have suggested the Kolb signal would be the primary truck route for accessing the site. The conceptual site plan included with the TIS appears to show that trucks will have the ability to exit the site on Kolb. The response comments have requested clarification on this point and have suggested that appropriate easements be granted to ensure the industrial development is able to access the site from the Omniplex signal in the future. The City also requested that the TIS recommend "No Trucks" signage and pavement markings at Kolb to complement the existing measures the City has already installed. This is also expected to be at the developer's cost.

Once the comments are addressed to the satisfaction of Fairfield and Forest Park, it is expected that both cities will approve the TIS.



PARKING ANALYSIS			
BUILDING #	SIZE (SF)	REQUIRED PARKING*	PROVIDED PARKING
BUILDING 1	354,997	118	312
BUILDING 2	249,684	83	204
BUILDING 3	337,637	113	271
TOTAL	942,318	314	787

*REQUIRED PARKING EQUAL TO (1) SPACE FOR EACH (3) EMPLOYEES ON MAXIMUM SHIFT OR FOR EACH 3000 SQUARE FT OF FLOOR AREA, WHICHEVER IS GREATER.

(IP) INDUSTRIAL PARK

PROPOSED LAND USE:

- ALL PERMITTED USES WITHIN THE INDUSTRIAL PARK DISTRICT IDENTIFIED IN APPENDIX B OF THE CITY OF FOREST PARK ZONING CODE.

BUILDING HEIGHT SHALL NOT EXCEED 75 FEET

NOTES

- DUMPSTERS TO BE LOCATED IN TRUCK COURT IN REAR YARD ADJACENT TO THE BUILDING.
- DUMPSTERS LOCATED IN REAR YARD ADJACENT TO THE BUILDING DO NOT REQUIRE ADDITIONAL SCREENING.

THE KLEINGERS GROUP

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HILLWOOD A PEROT COMPANY®

DEVELOPMENT PLAN

PARK 275

CITY OF FOREST PARK, OH

CITY OF FAIRFIELD, OH

SEAL:

NO. DATE DESCRIPTION

PARK 275

CITY OF FOREST PARK, OH

CITY OF FAIRFIELD, OH

PROJECT NO: 210795.002

DATE: 2024-12-17

SCALE:

0 50 100 200

SHEET NAME:

DEVELOPMENT PLAN

SHEET NO:

ZN-2



FAIRFIELD
CITY OF OPPORTUNITY
DEPARTMENTAL CORRESPONDENCE

To: Mayor Rhodus and City Councilmembers
From: Scott Lepsky, Planning Commission Chairman
Subject: Planning Commission Recommendation
Date: 2/12/2025

Please be advised that at the Planning Commission meeting held on Wednesday, February 12, 2025, the Planning Commission voted 7-0 in favor of recommending approval of the request of a change in zoning from C-2, Central Business District to M-1, Industrial Park District for 4.12 acres of land located 400 feet south of the terminus of Kolb Drive at the site of the former Forest Fair Mall, with the following conditions of approval:

1. Notwithstanding the rezoning to M-1 zoning, landscaping services facility and motor vehicle repair shall not be permitted, and no outdoor storage shall be permitted.
2. The recommendations outlined for phase 1 (business park) in the final approved traffic impact study shall be implemented by the applicant.



Scott Lepsky, Chairman
Fairfield Planning Commission

cc: Scott Timmer, City Manager
Alisha Wilson, Clerk of Council
Steve Wolterman, Law Director



**City Council Communication
Regular Meeting - February 24, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Public Utilities

Subject:

Real Estate exchange with Hamilton

Legislation Title:

Ordinance to authorize the City Manager to execute a real estate exchange agreement with the City of Hamilton, Ohio.

- Legislation - Third Reading
- Motion - Adoption

Recommendation:

It is recommended that City Council authorize the City Manager to execute a real estate exchange agreement with the City of Hamilton, Ohio, and appropriate the funding necessary for the exchange.

Discussion:

The City of Fairfield desires to exchange certain properties with the City of Hamilton for future development purposes.

In accordance with the provisions outlined in the draft Real Estate Exchange Agreement (attached), this legislation will authorize the City Manager to execute the agreement and appropriate the funding necessary for the exchange.

Financial Impact:

This real estate agreement specifies that the City of Fairfield may pay the City of Hamilton up to \$1.75M for reimbursable expenses associated with the property transfers. The funding source to be used by the City is the Transformative Economic Development (TED) fund. This project will be included in the 2025-2029 Capital Improvement Plan under project 5WT24 pending City Council approval.

Emergency Provision:

No

Rule Suspension Requested:

no

ATTACHMENTS:

1. Exhibits to agreement - DRAFT
2. 2025-01-21 City of Hamilton Real Estate Exchange Agreement
3. REAL ESTATE EXCHANGE-ORD







REAL ESTATE EXCHANGE AGREEMENT

This Real Estate Exchange Agreement ("AGREEMENT") is made and entered into this _____ day of _____, 2025, between the **CITY OF HAMILTON, OHIO**, an Ohio Municipal corporation ("HAMILTON"), and the **CITY OF FAIRFIELD, OHIO**, an Ohio Municipal corporation ("FAIRFIELD"),

WHEREAS, HAMILTON is the owner of that certain property located at Nilles Road and Wessel Drive in the City of Fairfield, Butler County, Ohio being approximately 4.861 acres identified as tax parcel number A0700-011.000-001 as more fully described in Exhibit "A" attached hereto ("**Parcel A**").

WHEREAS, FAIRFIELD is the owner of that certain property located at 4850 Groh Lane being a total of 8.2650 acres identified as tax parcel number A0700-009.000-049 as described on Exhibit "B" attached hereto ("**Parcel B**") and as shown on Exhibit "B-1" attached hereto.

WHEREAS, HAMILTON is the owner of that certain property located at 6310 River Road in the City of Fairfield, Butler County, Ohio being approximately 4.7470 acres identified as tax parcel number A0700-010.000-028 as more fully described in Exhibit "C" attached hereto ("**Parcel C**").

WHEREAS, FAIRFIELD is the owner of that certain property located at 6300 River Road being a total of approximately 30.43 acres identified as tax parcel number A0700-010.000-027 of which FAIRFIELD intends to split off 4.747 acres as described on Exhibit "D" attached hereto ("**Parcel D**") and as shown on Exhibit "D-1" attached hereto and convey same to HAMILTON.

NOW THEREFORE. In consideration of and subject to the terms and conditions stated herein, Hamilton and Fairfield agree as follows:

1. FAIRFIELD agrees to sell and convey to HAMILTON good and marketable fee simple title to Parcels B & D.
2. HAMILTON agrees to sell and convey to FAIRFIELD good and marketable fee simple title to Parcels A & C.
3. Fairfield agrees to grant to Hamilton an ingress, egress and utility easement upon over and across the property located at 4850 Groh Lane in the area shown on Exhibit B-1 and labeled proposed 20' Access & Utility Easement to provide Hamilton access to Parcel B.
4. Fairfield agrees to grant to Hamilton an ingress, egress and utility easement upon over and across the property located at 6310 River Road in the area shown on Exhibit D-1 and labeled Future 25' Access & Utility Easement to provide Hamilton access to Parcel D.
5. Fairfield agrees to grant to Hamilton a wellhead protection isolation radius easement(s) in the areas being a part of Parcel C and the property located at 6310 River Road adjacent to Parcel D in the area shown on Exhibit D-1 and labeled Future 300' isolation radius.
6. Fairfield agrees to permit Hamilton access through all existing and future gates on Groh

Lane for the purpose of allowing Hamilton access to Parcel B from Joyce Park.

7. This Agreement is contingent upon Hamilton's receipt of the approval of a new well siting application by the Ohio EPA to permit Hamilton to place a new well on Parcel B. Hamilton will submit a new well siting application to Ohio EPA for a new well on Parcel B. Pending well siting approval by Ohio EPA for a new well on parcel B, Hamilton and Fairfield will coordinate the installation of a test water well and associated geological analysis and water quality testing on Parcel B. Fairfield agrees to reimburse Hamilton for the costs of obtaining the Ohio EPA approval, including but not limited to costs for well site application, engineering, and test well installation and analysis. ("Approval Costs"). If the EPA approves Parcel B for the site of a new raw water production well, the closing for the delivery of deeds and other instruments provided for herein shall be held within thirty (30) days after receipt of the EPA approval. If the EPA does not approve Parcel B for the site of a new raw water production well, Hamilton may terminate this agreement by written notice to Fairfield and retain the amounts paid by Fairfield for Approval Costs.

7.1 At closing, Fairfield shall deliver the following:

- A. General Warranty Deed, conveying Parcels B and D to Hamilton in fee simple absolute, free and clear of all easements, restrictions, conditions, reservations, liens or other encumbrances.
- B. The Easements set forth in paragraphs 3, 4 & 5 in the form attached hereto as Exhibits 3, 4 & 5.
- C. The Approval Costs required pursuant to Paragraph 7 of this Agreement if not already paid to Hamilton by Fairfield.

7.2 At closing, Hamilton shall deliver the following:

- A. General Warranty Deed, conveying Parcels A and C to Fairfield in fee simple absolute, free and clear of all easements, restrictions, conditions, reservations, liens or other encumbrances.
- B. The Easements set forth in paragraphs 3, 4 & 5 in the form attached hereto as Exhibits 3, 4 & 5.

8. After Closing, FAIRFIELD agrees to reimburse HAMILTON for the costs incurred by HAMILTON for installing a new well on Parcel B, including but not limited to design, engineering, power supply extension, well drilling and completion, raw water main extension, etc. less the estimated cost (\$130,000) that Hamilton would have incurred for the rehabilitation and upgrade of Well #11 on Parcel A ("Installation Costs"). Additionally, after closing and construction begins on the new well on parcel B, Hamilton will remove from existing Well #11 all pumping equipment, motor(s), control panel(s), electrical equipment, etc. Hamilton will also cap and seal Well #11 in accordance with applicable federal, state and local standards. FAIRFIELD will also reimburse HAMILTON for these costs ("Abandonment Costs"). Both parties agree that the maximum cost of all reimbursements associated with this agreement including the Approval Costs and Installation Costs and Abandonment Costs paid by Fairfield to Hamilton will not exceed \$1,750,000 without prior written agreement by both parties.

9. Following Hamilton's abandonment of existing Well #11, Fairfield will be responsible for demolition and removal of the existing well house and pavement.

10. Following installation of the new well on parcel B, an updated source water protection delineation will be completed (at minimum for the "Groh Lane" wellfield). The Hamilton to New Baltimore Groundwater Consortium will coordinate this effort. Fairfield will help fund the project if necessary.

11. Fairfield will coordinate and pay for all necessary survey work, lot split and real estate transaction documentation and closing costs associated with the real estate conveyances required herein to complete the real estate transfers. Fairfield agrees to pay the conveyance fee, if any, owing to the Butler County Auditor as a result of this transaction and the cost for preparation of the deeds conveying title as called for herein and for all recording fees. Each party shall be responsible for its own attorney's fees and each party shall bear the cost of any title examination or policies of title insurance insuring title to the property being acquired by them.

12. Risk of damage to the respective properties prior to closing, except for damage caused by the negligent or willful acts of either party, is assumed by the then owner of each of the properties, respectively.

Executed on the day and year first above written.

CITY OF HAMILTON, OHIO

CITY OF FAIRFIELD, OHIO

By: Craig Bucheit, City Manager

By: Scott W. Timmer, City Manager

Dated: _____

Dated: _____

EXHIBIT "A"

Entire Lot Numbered 329 as the same is known and designated upon the list of lots in the City of Fairfield, Butler County, Ohio. Save and except parts of lot 329 conveyed to the City of Fairfield by deeds recorded in Volume 1510 Page 647 and Volume 1659, Page 193 of the Butler County Ohio Deed Records.

A0700-011.000-001

EXHIBIT "B"

Date: September 24, 2024
Description: Parcel A
8.2650 Acres
Location: Part of Lot 14226 ~ City of Fairfield
Butler County, Ohio



Situated in Section 10, Town 1, Range 2, Between the Miamis, City of Fairfield, Butler County, Ohio, being part of Lot 14226 of the lands of City of Fairfield as recorded in Official Record ____, Page ____ of the Butler County Recorder's Office containing 8.2650 acres and being further described as follows:

Beginning at a set iron pin at the northwest corner of Lot 277 of the City of Fairfield, being all of Peter J. Groh and Janice K. Groh as recorded in Official Record 10029, Page 269 and being the south line of the lands of City of Hamilton (Lot 27883) as recorded in Deed Book 683, Page 15 and being the corporation line of the City of Hamilton and City of Fairfield; thence departing said Lot 277 and with said Lot 27883 and said Corporation Line, North 85° 37' 52" West, 100.72 to a set iron pin being the True Point of Beginning;

thence, from the True Point of Beginning thus found; departing said corporation line and the south line of said Lot 27883 and with a new division line through the lands of said Lot 14226 the following three courses: South 05° 02' 50" West, 600.04 feet to a set iron pin;

thence, North 85° 37' 52" West, 600.04 feet to a set iron pin;

thence, North 05° 02' 50" East, 600.04 feet to a set iron pin on the south line of said Lot 27883;

thence, departing said division line and with said corporation line and said Lot 27883, South 85° 37' 52" East, 600.04 feet to the True Point of Beginning containing 8.2650 acres of land, more or less, and being subject to all legal highways, easements, restrictions and agreements of record.

Basis of Bearings: Official Record 8866, Page 831

The above description was prepared from a plat of survey made on September 24, 2024, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio. The plat of which is recorded in Volume ____, Page ____ of the Butler County, Ohio Engineer's Record of Land Surveys.

All set iron pins are 5/8" diameter x 30" long in size with plastic cap stamped "Bayer Becker"

A0700-009.000-049

EXHIBIT "B-1"

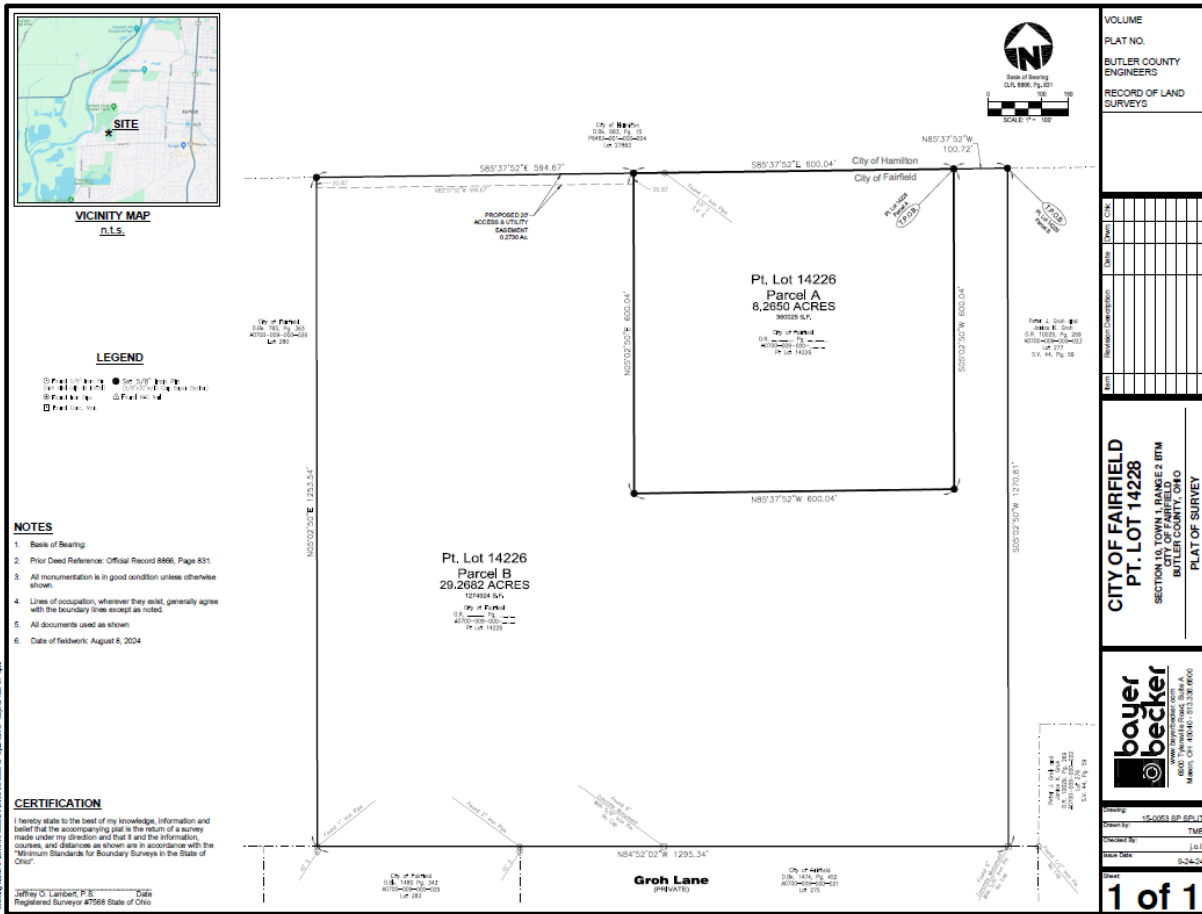


EXHIBIT "C"

Being Entire Lot 316 in the City of Fairfield Butler County, Ohio containing approximately 4.747 acres of land more or less.

A0700-010.000-028

EXHIBIT "D"

Date: December 11, 2024
Description: Parcel A
4.747 Acres
Location: Part of Lot 315 ~ City of Fairfield
Butler County, Ohio



Situated in Section 9, Town 1, Range 2 Between the Miamis, City of Fairfield, Butler County, Ohio, being part of Lot 315 of the lands of City of Fairfield as recorded in Official Record 9103, Page 1719 of the Butler County Recorder's Office containing 4.747 acres and being further described as follows:

Beginning at a found concrete monument with a 5/8" iron pin capped "Kleingers" at the southwest corner of Lot 12788 of Lakeside Manor Section One Block "A" and Block "B", being a Replat of Lot 314 as recorded in Plat Book 2873, Page B and the east right of way of River Road, thence, departing the southwest corner of said Lot 12788 and with said right of way of River Road, South 88° 35' 44" West, 50.58 feet to the centerline of said River Road, thence, with said centerline of River Road, South 07° 10' 27" West, 27.46 feet to the northwest corner of Lot 316 being all of City of Hamilton lands as recorded in Official Record 6342, Page 825, thence, departing the centerline of said River Road and with said City of Hamilton lands, North 86° 29' 34" East, 388.10 feet to a set iron pin on the northeast corner of said The City of Hamilton lands, said pin being the True Point of Beginning;

thence, from the True Point of Beginning thus found, departing said City of Hamilton lands and with a new division line through said City of Fairfield lands for the following three courses: North 88° 35' 44" East, 369.82 feet to a set iron pin;

thence, South 03° 38' 12" West, 561.34 feet to a set iron pin;

thence, South 88° 35' 44" West, 369.82 feet to a set iron pin on the southeast corner of said City of Hamilton lands;

thence, departing said division line and with said City of Hamilton lands, North 03° 38' 12" East, 561.34 to the True Point of Beginning containing 4.747 acres of land, more or less, and being subject to all legal highways, easements, restrictions and agreements of record.

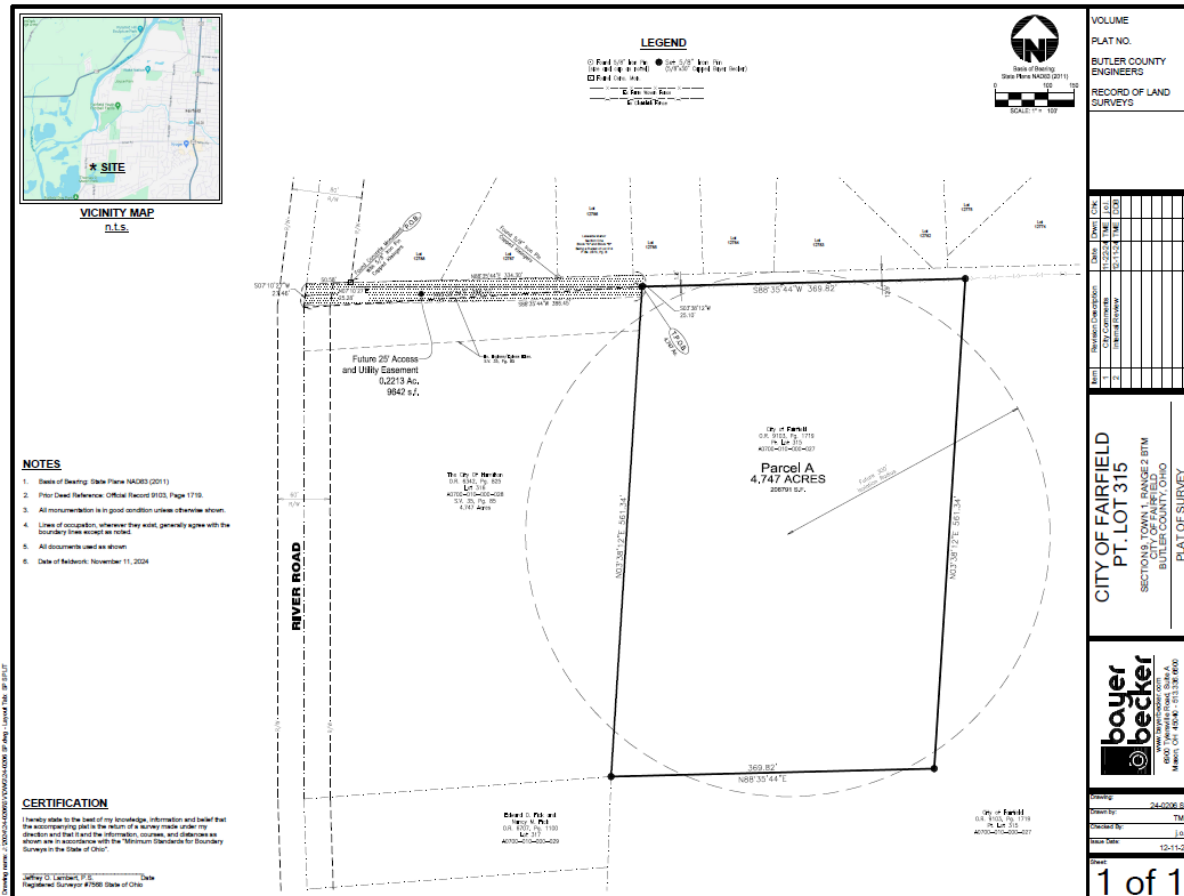
Basis of Bearings: State Plane NAD82 (2011)

The above description was prepared from a plat of survey made on December 11, 2024, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio. The plat of which is recorded in Volume ___, Page ___ of the Butler County, Ohio Engineer's Record of Land Surveys.

All set iron pins are 5/8" diameter x 30" long in size with plastic cap stamped "Bayer Becker"

A0700-009.000-027

EXHIBIT "D-1"



ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A REAL ESTATE EXCHANGE AGREEMENT WITH THE CITY OF HAMILTON, OHIO.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City Manager is hereby authorized to execute a Real Estate Exchange Agreement with the City of Hamilton, Ohio in accordance with the agreement on file in the office of the City Manager.

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council



**City Council Communication
Regular Meeting - February 24, 2025**

Submitted by: Nathaniel Kaelin, Economic Development Manager
Department: Development Services

Subject:

Forest Fair Mall Development Agreement

Legislation Title:

Ordinance to authorize the City Manager to execute a Development Agreement with the Fairfield City School District Board of Education, Cincinnati Holding Company LLC, and a Hillwood development entity relative to the redevelopment of the former Forest Fair Mall property on Cincinnati Mills Drive and declaring an emergency.

- Legislation - First Reading

Recommendation:

It is recommended that City Council suspend the rules requiring a third reading of this ordinance and approve the ordinance as emergency after the second reading on March 10.

Discussion:

Redevelopment of the former Forest Fair Mall property is a challenging prospect in part due to financing structures established when the mall was renovated by the Mills Corporation in the early 2000s. At that time, a tax increment financing (TIF) agreement was executed between the previous original developer, the City of Fairfield, and the Fairfield City School District.

Under the TIF agreement, the Fairfield City School District was entitled to receive annual compensation payments. Throughout the transfers of ownership of the mall property and its overall decline and decreased retail occupancy, these payments went into default. The school district estimates that the outstanding payments now exceed \$1.2 million.

A \$7.9 million grant for demolition of the mall property has been awarded to the Butler County Land Bank by the Ohio Department of Development. The funding is contingent upon the agreement of the City of Fairfield and City of Forest Park. The City of Fairfield desires to resolve all outstanding encumbrances of the mall property, including the outstanding school payments.

Approval of the ordinance would authorize the City Manager to enter into a Development Agreement with Fairfield City Schools, Cincinnati Holding Company (current mall owner), and a to-be determined entity related to Hillwood (proposed developer). The agreement requires the current owner and developer to each pay \$300,000 to Fairfield City Schools at the time of closing of the sale of the mall property. The City would then pay \$300,000 to the school district

within 30 days of the closing date. These collective payments and the planned termination of the TIF agreement will satisfy all school payment requirements.

Financial Impact:

The City contribution is proposed to be funded from the Transformative Economic Development (TED) fund. The City plans to pursue creation of new Tax Increment Financing (TIF) district(s) within the mall area to recapture revenue generated from any new development that occurs.

Emergency Provision:

Yes - Emergency approval is requested to ensure the property closing and redevelopment can proceed on a timely schedule to meet grant deadlines.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Forest Fair School Payment Agreement - DRAFT
2. Tax Increment Incentive Agreement - Cincinnati Mills
3. DEVELOPMENT AGR-ORD

DEVELOPMENT AGREEMENT

(Forest Fair Mall Redevelopment – Fairfield Parcels)

This **DEVELOPMENT AGREEMENT** (this “**Agreement**”) is made and entered into to be effective as of the ____ day of _____ 2025 (the “**Effective Date**”), by and between the FAIRFIELD CITY SCHOOL DISTRICT BOARD OF EDUCATION, an Ohio public school district with its principal offices at 4641 Bach Lane, Fairfield, Ohio 45014 (hereinafter “**Schools**”); CINCINNATI HOLDING CO. LLC, an Ohio limited liability company with its principal offices located at 51 Atlantic Avenue, Floral Park, New York, 11001-2741 (hereinafter “**Owner**”); _____ *HILLWOOD ENTITY TBD* _____, an _____ with its principal offices located at _____ (hereinafter “**Buyer**”); and the CITY OF FAIRFIELD, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the “**City**”), with offices at 5350 Pleasant Avenue, Fairfield, OH 45104. The **Schools**, **Owner**, **Buyer**, and **City** may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

BACKGROUND INFORMATION

A. **Owner** is the fee simple owner of the former Forest Fair Mall property, an approximately 99 acre site containing a former shopping center with the address of 600 Cincinnati Mills Drive (hereinafter “**Mall Site**”). Approximately 77 acres of the **Mall Site** are located in the City of Forest Park, Hamilton County, Ohio. The remaining approximately 22 acres of the **Mall Site** are located in the City of Fairfield, Butler County, Ohio and bear the Butler County parcel IDs: A0700017000078, A0700017000087, A0700017000097, A0700017000098, A0700017000103 (hereinafter “**Fairfield Parcels**”).

B. **Buyer** has a contract to purchase approximately 55 acres of the **Mall Site**, including approximately 4.5 acres located within the **Fairfield Parcels**. **Buyer** plans to demolish the former shopping center and parking garage located on the **Mall Site** to facilitate redevelopment. The **Fairfield Parcels** are fully located within the boundaries of the **Schools**.

C. The **Mall Site** underwent a major redevelopment in the early 2000s by the now-defunct Mills Corporation of Chevy Chase, Maryland. As part of the redevelopment, a Tax Increment Financing agreement was executed on February 3, 2004 (hereinafter “**TIF Agreement**”) that was made by and between the **City**, **Schools**, and CINCINNATI MILLS, L.L.C. (hereinafter “**Original Developer**”). A copy of the **TIF Agreement** is attached as Exhibit A.

D. Pursuant to Section 1, Paragraph (B) and (C) of the **TIF Agreement**, the covenants of the TIF Agreement run with the land and thus commit any future assignee owners of the **Mall Site** land subject to the **TIF Agreement** to pay Community Partner Payments as described Section 3 (A)(ii) of the **TIF Agreement** and Make Whole Payments as described in Section 5 of the **TIF Agreement**. The Community Partner and Make Whole Payments (hereinafter “**School Payments**”) were not made in 2009 or subsequent years. The **Schools** calculates that the outstanding balance of unpaid **School Payments** to exceed \$1.2 million as of January 1, 2025.

E. The Butler County Land Reutilization Corporation (hereinafter “**Land Bank**”) has tentatively committed an amount not to exceed \$7,902,667.50 in demolition grant funding from

the Ohio Department of Development (hereinafter “**ODOD**”) for the demolition of the former shopping center and parking garage located on the **Mall Site** contingent upon the **Buyer** entering into acceptable agreements with the City of Fairfield and City of Forest Park and closing on the purchase of approximately 55 acres of the **Mall Site** as described in Paragraph B above.

F. In order to advance the redevelopment of the **Mall Site**, the **Parties** have developed a shared funding plan to address the outstanding **School Payments**.

G. The **Parties** have approved and authorized the execution of this Agreement by its duly authorized representatives to document the agreement of the parties in accordance with the requirements of the **Land Bank** demolition grant funding.

STATEMENT OF AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged by the **Parties**, the **Parties** hereby agree as follows:

ARTICLE I

1. Owner and Buyer Payments. The **Owner** and **Buyer** each agree to and will pay three hundred thousand dollars (\$300,000) to **Schools** at the time the approximate 4.5 acres of the **Fairfield Parcels** are sold and transferred from the ownership of the **Owner** to the ownership of the **Buyer** (hereinafter “**Closing Date**”). The **Owner** and **Buyer** shall arrange with the applicable title agencies for the payments to be made via wire transfer to the **Schools** on the **Closing Date** concurrently with other funds exchanges as part of the real estate closing.

2. City Payment: The **City** agrees to and will pay three hundred thousand dollars (\$300,000) to **Schools** within thirty (30) days of the **Closing Date**. The **Buyer** shall provide the **City** and **Schools** a copy of all executed deeds documenting the transfer of ownership of the approximately 55 acres of the **Mall Site** to the **Buyer** and documenting the successful Closing of the **Buyer’s** purchase. The **Buyer** shall provide such documentation within five (5) days of the **Closing Date**.

3. Termination of TIF Agreement: Within ____ days of the **Closing Date** and following receipt by the **Schools** of the payments described in Section 1 and 2 above, the **Parties** will execute agreements to terminate the **TIF Agreement**. Termination of the **TIF Agreement** by the Parties will settle and satisfy all claims by the **Schools** for any outstanding **School Payments**.

ARTICLE II **MISCELLANEOUS PROVISIONS**

1. Notices. Any notice or other communication required or permitted to be given to a Party under this Agreement shall be in writing and shall be given by one of the following methods to such Party at the address set forth below: (i) by prepaid registered or certified U.S. mail, return receipt requested; (ii) by hand delivery in person; or (iii) by a nationally recognized overnight courier. Any such notice shall be deemed to have been given upon receipt or refusal of receipt. Any Party may change its address for notice by giving written notice thereof to the other Parties,

and unless and until such notice has been given, the notice address for each Party is as follows:

Schools:

Fairfield City School District
Attn: Treasurer
4641 Bach Lane
Fairfield, Ohio 45014

Owner:

CINCINNATI HOLDING CO. LLC
Attn
51 Atlantic Avenue
Floral Park, New York 11011

With copy to:

Buyer:

Hillwood Entity TBD
Attn
Address
Address

City:

City of Fairfield
Attn: City Manager
5350 Pleasant Avenue
Fairfield, Ohio 45014

2. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

3. Entire Agreement. This Agreement, including its exhibits and documents incorporated by reference, constitutes the entire agreement and understanding of the Parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the Parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation will be deemed to affect or modify any of the terms or conditions of this Agreement.

4. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid, legal, and enforceable under applicable law. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability, while all other terms of this Agreement shall remain in full force and effect.

5. No Third-Party Beneficiary. The Parties intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the Parties, or their respective successors and permitted assignees.

6. Time of Essence. Time is of the essence in all respects of this Agreement. All dates set forth in this agreement may be extended by mutual agreement of the Parties, and time shall be of the essence with respect to such extension.

7. Headings. The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement.

8. Terminology. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires.

9. Term. This Agreement shall go into effect on the Effective Date and remain in effect until all obligations set forth herein have been satisfied by all Parties.

10. Exhibits. The Exhibits identified in this Agreement are hereby incorporated into this Agreement by reference.

11. Construction. The Parties agree that each Party and their respective counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafter shall not apply to the interpretation of this Agreement or any amendments or exhibits hereto.

12. No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed or deemed to create a partnership or joint venture among the Parties or to render a Party liable for the debts or obligations of any other Party, except as otherwise expressly provided herein.

13. No Personal Liability. No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation, or stipulation of any present or future public official, officer, director, member, agent, or employee, as the case may be, of the Parties in an individual capacity, and to the extent authorized and permitted by applicable law, no official or officer executing this Agreement on behalf of any Party shall be liable personally under this Agreement.

14. No Waiver. No delay or omission by any Party to exercise any right or power accruing upon any failure of performance by any other Party under the provisions of this Agreement shall impair any such right or power, or shall be construed to be a waiver thereof. Any waiver by a Party of any breach of the covenants, conditions or agreements herein to be performed by any other Party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenants, conditions, or agreements contained herein.

15. Compliance with Laws. If the terms of this Agreement do not in any material respect comply with any present or future laws, ordinances or other regulations of any governmental authority with jurisdiction, then the Parties shall take such actions as are necessary to modify the terms of this Agreement such that the performance of this Agreement is in

compliance with said laws, ordinances, and other regulations.

16. Duly Authorized. By their execution of this Agreement, the Parties certify that this Agreement has been duly authorized and executed.

17. Further Assurances. Upon request, each Party agrees: (i) to furnish to any other Party such further information, (ii) to execute and deliver to any other Party such other documents, and (iii) to do such other acts and things, reasonably required for the purpose of carrying out the intent of this Agreement.

18. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and the counterparts together shall constitute one and the same instrument. Signatures transmitted by facsimile or electronic means are deemed to be original signatures.

[SIGNATURES ON FOLLOWING PAGE]

Each of the Parties has caused this Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

**FAIRFIELD CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

By: _____
Name: _____
Title: Treasurer
Date: _____

CINCINNATI HOLDING CO. LLC

By: _____
Name: _____
Title: _____
Date: _____

HILLWOOD ENTITY

By: _____
Name: _____
Title: _____
Date: _____

CITY OF FAIRFIELD, OHIO,

By: _____
Name: Scott W. Timmer
Title: City Manager
Date: _____

Approved as to form:

Name: John Clemmons, City and Schools Law Director

Approved as to content:

Name: Greg Kathman, City Development Services Director

CITY FISCAL OFFICER’S CERTIFICATE

The undersigned, Director of Finance of the City under this Agreement, certifies hereby that the money required to meet the obligations of the City under this Agreement (including specifically the funds required to meet the obligations of the City in the year 2025) has been appropriated lawfully for that purpose, and is in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with O.R.C. §§ 5705.41 *et seq.*

Dated: _____, 2025

_____,
Diana Davenport, Director of Finance
City of Fairfield, Ohio

EXHIBIT A

TIF Agreement

(attached hereto)

TAX INCREMENT INCENTIVE AGREEMENT

Cincinnati Mills, L.L.C.

[FAIRFIELD CITY SCHOOL DISTRICT]

This Tax Increment Incentive Agreement (the "Agreement"), is made and entered into as of 2/3, 200~~4~~ by and among the CITY OF FAIRFIELD, OHIO (the "City"), a municipal corporation organized and existing under the constitution and laws of the State of Ohio, FAIRFIELD CITY SCHOOL DISTRICT (the "District"), a city school district organized under the constitution and laws of the State of Ohio, and CINCINNATI MILLS, L.L.C. (formerly known as Mills Forest Fair, LLC), a Delaware limited liability company, with its principal office located at 1300 Wilson Boulevard, Suite 400, Arlington, Virginia 22209 (the "Developer").

Recitals:

A. As of the date of this Agreement, Developer is the record and beneficial owner of fee title to certain parcels of real estate commonly known as part of the Forest Fair Mall, generally being Butler County Auditor's parcel numbers: A0700017000078 (Part 1 and Part 2); A0700017000087; A07000117000097; and A070001000098; and Hamilton County Auditor's parcel numbers: 589-0001-0004 and 0013; 591-0028-0001 and 0290; 591-0028-0281; 591-0028-0282; 591-0028-0283, 0289, 0292, 0293, 0295, 0296 and 0297; 591-0028-0093, 0291, 0294 and 0298; and 591-0028-0280 pursuant to Deeds recorded in Official Record Volume 6903, Page 162; Volume 7279, Page 181; and Volume 7279, Page 189 of the Butler County, Ohio Records, and in Official Record Book 9048, Page 5078; Volume 9494, Page 5461; and Volume 9494, Page 5496 of the Hamilton County, Ohio Records. GMRI, Inc. is the record and beneficial owner of fee title to Hamilton County Auditor's parcel 591-0028-0287 pursuant to a Deed recorded in Official Record Volume 9308, Page 71 of the Hamilton County, Ohio Records. Chipotle Mexican Grill, Inc. is the record and beneficial owner of fee title to Hamilton County Auditor's parcel 591-0028-0288 and 589-0001-0012 pursuant to a Deed recorded in Official Record Volume 9436, Page 4740 of the Hamilton County, Ohio Records.

B. The parcels described in Recital A above owned by Developer, GMRI, Inc. and Chipotle Mexican Grill, Inc. shall be collectively referred to as the "Mills Parcels" ("Mills Parcels"). The legal descriptions of the Mills Parcels subject to this Agreement are attached hereto as Exhibit A and made a part hereof.

C. Developer intends to cause certain private improvements to be made to parts of the Mills Parcels, i.e. those parts of the Mills Parcels, excluding the portions thereof to be subdivided into separate parcels to be used as public improvements. The parts of the Mills Parcels to be subdivided into separate parcels to be used as public improvements may be referred to herein as the "Garage and Parking Property". The Mills Parcels minus the Garage and Parking Property shall be referred to herein as the "Exempted Property", the legal descriptions of which are attached hereto as Exhibit A-1. Such private improvements consist of the renovation and improvement of a multi-level

retail center located on the Exempted Property ("Developer Improvements"). The legal descriptions of the Garage and Parking Property are attached hereto as Exhibit A-2.

D. The construction of the Developer Improvements on the Exempted Property shall be known as the "Project" ("Project").

E. The City desires to acquire or cause the acquisition of, construct or cause the construction of the public infrastructure improvements described in Exhibit B attached hereto ("Public Improvements"), which are located adjacent to the Exempted Property in both the Cities of Fairfield and Forest Park, which Public Improvements once made would directly benefit the Exempted Property. The Project on the Exempted Property will place direct, additional demand on the Public Improvements.

F. Section 5709.40 et. seq. of the Ohio Revised Code authorizes cities to grant tax increment financing real property tax exemptions for improvements declared to be for a public purpose, which exemptions exempt from taxation the increase in the assessed value of the parcel of property after the effective date of the ordinance granting such exemption.

G. Section 5709.42 of the Ohio Revised Code further authorizes cities to require owners of improvements subject to a tax increment financing tax exemption to make payments to the County Treasurer in lieu of taxes, which payments are equivalent to the amount of real property tax which would be payable on the increase in the assessed value of the parcel of property, but for the exemption from taxation ("service payments").

H. Section 5709.43 of the Ohio Revised Code further requires the city receiving payments in lieu of taxes to create a Public Improvement Tax Increment Equivalent Fund for deposit of the entire amount of such payments, to be used to pay the cost of public infrastructure improvements benefiting the parcel subject to the tax increment financing tax exemption and, if provided, to make payments to school districts impacted by exemption from taxation.

I. Sections 5709.40, 5709.42 and 5709.43 and related provisions of the Ohio Revised Code will be collectively referred to as the "Act".

J. Pursuant to a letter dated July 18, 2003, the City notified the District of its intent to grant an exemption (the "TIF Exemption"), as authorized by Section 5709.40, Ohio Revised Code, for one hundred percent (100%) of the increase in the assessed value of the Exempted Property that would first appear on the tax list and duplicate of real property after the effective date of the City Ordinance (as defined below) granting such exemption (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in Section 5709.40) for a period of thirty (30) years commencing with the tax year in which the Improvements first appear on the tax list and duplicate of real property after the effective date of the City Ordinance and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of thirty (30) years; or (2) the date on which the Public Improvements have been paid in full from the Service Payments, as defined herein, (which date is the equivalent of the date of payment in full of the Bonds or defeasance (from sources other than refunding bonds secured by the Service Payments) of the Bonds financing the Public Improvements); or (3) termination of the Agreement as provided herein ("Exemption Period").

K. The District adopted a resolution on November 10, 2003 (the "School District Resolution") approving the TIF Exemption on the condition that the parties hereto enter into this Agreement covering the Exempted Property.

L. The City has, pursuant to an ordinance of the City Council, passed on November 10, 2003 (the "City Ordinance"), granted the TIF Exemption and authorized the execution of this Agreement with respect to the Project.

M. (1) The City Ordinance authorizes proceeds from the Service Payments to be used for the payment of principal (whether at maturity or by prior redemption) of, premium, if any, and interest on bonds (the "Bonds") to be issued by the City, or any other governmental entity authorized by the City pursuant to additional, appropriate legislation of the Council, or other appropriate governmental issuer, to finance or refinance a portion of the costs of the Public Improvements, including land acquisition costs and the costs attributable to the sale of the Bonds, including normal and customary costs of the Public Improvements, including reasonable construction management fees and expenses, planning, engineering, acquisition, construction, installation, administration, financing costs and any and all other costs, reasonable Developer's legal and professional fees connected with financing or other aspects of the transactions herein contemplated, capitalized interest, underwriter's fees, title insurance premiums and costs for the site of the Public Improvements, trustee fees and other administrative fees, appraisal fees and bond counsel fees and any and all legal fees in connection with the transactions herein contemplated, but specifically excluding a debt service reserve fund (which will be separately financed by Developer) (collectively "Bond Related Costs"), and the City intends to use a portion of the Service Payments to provide for payment of the Bonds and such other uses as may be permitted by the City Ordinance.

(2) The City Ordinance further provides that, pursuant to this Agreement, after payment in each year from the Service Payments of the principal of and interest and any premium on the Bonds and all related charges, including replenishment of any depleted reserve funds, trustee, administrative, bond issuer and other fees and annual servicing costs required to be paid during the Bond Year, as herein defined, under an indenture pursuant to which the bonds are being issued (collectively "Annual Bond Payments"), the balance of the Service Payments will be distributed to the District, as set forth herein, provided, however, that the amount of such distribution in any calendar year shall not exceed the amount of taxes that the District would have received if the increase in the assessed value of the Exempted Property had not been exempt from taxation, subject to adjustment as herein provided. The term "Bond Year" shall mean the twelve month period immediately preceding and ending on the last date on which principal payments on the Bonds are due in any calendar year, or as otherwise defined in the trust indenture securing the Bonds provided for in Section 2 of this Agreement.

N. Sections 5709.40 and 5709.82 of the Ohio Revised Code permit the City, the District and the Developer to enter into this Agreement in order to compensate the District for property taxes lost as a result of the TIF Exemption.

O. The parties desire to enter into this Agreement on the terms as hereinafter provided to encourage the District and the City to cooperate in the granting of the TIF Exemption to enable the renovation and rehabilitation of the Exempted Property to be carried out and the City desires to make the Developer a party to this Agreement as a condition to the City's approving the TIF Exemption in

order to insure that the Developer's obligations specifically set forth herein are fulfilled, and that the collection of the Service Payments and the mechanism for compensating the School District which is described herein, will be undertaken with consistency.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties hereto agree as follows:

Section 1. General Covenants of the Developer.

(A) During the Exemption Period, Developer hereby covenants and agrees to make (or cause to be made) semiannual payments in lieu of real estate taxes equivalent to the amount of real property tax, which would be payable on the Improvements but for the exemption in the City Ordinance and in an ordinance passed or to be passed by the City of Forest Park containing similar terms to that of the City Ordinance ("Forest Park City Ordinance") ("Service Payments"). The obligation to make Service Payments shall run with the land and once this Agreement is assigned or transferred by the Developer, the Developer shall have no further obligation hereunder as of the date of such assignment or transfer if the Developer is no longer the owner of any Exempted Property. In the event the Developer retains ownership of part of the Exempted Property, the Developer's obligation hereunder shall be limited to making the Service Payments specifically allocated to the part of the Exempted Property retained by Developer. The Service Payments shall be made semiannually to the Treasurer of the County, or to the designated agent of the Treasurer of the County for collection of the Service Payments, on or before the date on which real property taxes would otherwise be due and payable. Any late Service Payments shall include interest and penalties at the same rate and in the same amount and payable at the same time as delinquent real property taxes.

(B) It is intended and agreed, and it shall be so provided in any future deed conveying the Exempted Property or any portion thereof, that the covenants provided in this Agreement shall, for the term of this Agreement, be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by, the City and the District, whether or not such provision is included in any succeeding deed to Developer's successors and assigns. It is further intended and agreed that these agreements and covenants shall remain in effect for the Exemption Period.

(C) Such covenants running with the land shall have priority over any other lien or encumbrance on the Exempted Property subject to exceptions contained in Exhibit C.

(D) Developer shall prepare and file or cause to be prepared and filed in cooperation with the City all necessary applications and supporting documents to obtain the exemption from real property taxation for the Exempted Property authorized by the Act and the City Ordinance to enable the Treasurer of the County to collect Service Payments thereunder and to disburse such payments to or for the account of the City for deposit into the City of Fairfield (Forest Fair Mall Project) Public Improvement Tax Increment Equivalent Fund (the "Fund"). The City and District will cooperate with Developer in connection with their preparation and filing of the required exemption applications.

Section 2. Bonds.

(A) The City shall cooperate with the Developer, the City of Forest Park and the issuer of the Bonds to provide for the issuance of the Bonds to finance the Bond Related Costs under a cooperative agreement to be entered into among the City, the City of Forest Park, the Developer and the issuer of the Bonds. The City shall also cooperate with the Developer, applicable county officials and the District in providing for the transfer of Service Payments (and any associated interest or penalties or rollback payments due under Ohio Revised Code Section 321.24 relating to Section 319.30) to or for the account of the issuer of the Bonds for the payment of the Annual Bond Payments, for the payments due to the District under this Agreement and for the application of the Excess Revenues, as defined herein, to be applied as provided in Section 3(a)(iv) hereof.

(B) Any excess Bond proceeds shall be used to pay principal or interest on the Bonds or to purchase or redeem the Bonds, as permitted by the indenture authorizing the issuance of the Bonds.

(C) In order to provide first for the payment of the Annual Bond Payments and second, if any amounts remain after paying the Annual Bond Payments, to provide for payments to school districts that would have received real estate tax payments on the Improvements but for the exemption described herein, it is understood, acknowledged and agreed by the Developer, the City and the District, that

(i) Service Payments (and any associated interest or penalties or rollback payments due under Ohio Revised Code Section 321.24 relating to Section 319.30) will be transferred from Hamilton County and Butler County to two municipalities (the City and the City of Forest Park) for deposit in tax increment equivalent funds maintained by those municipalities under substantially identical terms to those set forth or described herein,

(ii) Payments described in Section 3(A)(iii) and (iv) hereof will be provided for by those two municipalities for the benefit of three school districts (by the City of Fairfield for the benefit of the District and by the City of Forest Park for the benefit of the Winton Woods City School District and the Northwest Local School District),

(iii) Those municipalities will provide for the Annual Bond Payments and any such school district payments by transferring the amounts deposited into their respective tax increment equivalent funds to, or for the benefit of the issuer of the Bonds, which will collect all such payments in a single fund maintained by the issuer of the Bonds, or by a trustee on behalf of that issuer (the "Trustee Fund") for the benefit of the registered owners of the Bonds,

(iv) All payments to be made by the City to the District pursuant to this Agreement (and all similar payments to be made to the other school districts referred to in Section 2(C)(ii)) shall be payable solely from the Trustee Fund,

(v) Any payment to be made from the Trustee Fund to the school districts shall be allocated annually among those districts for that year based on the ratios set forth below. The

"Winton Woods District Tax Equivalent Amount," and the "Northwest District Tax Equivalent Amount" shall mean the amount of real property taxes (including any associated interest or penalties or rollback payments due under Ohio Revised Code Section 321.24 relating to Section 319.30) which would have been distributed to the Winton Woods City School District, and the Northwest Local School District, respectively, in such year with respect to the Hamilton County portion of the Exempted Property had there been no real property tax exemption under the Forest Park City Ordinance. The "Fairfield District Tax Equivalent Amount" shall mean the amount of real property taxes (including any associated interest or penalties or rollback payments due under Ohio Revised Code Section 321.24 relating to Section 319.30) which would have been distributed to the District, in such year, with respect to the Butler County portion of the Exempted Property had there been no real property tax exemption under the City Ordinance.

Such ratios shall be as follows: (a) for the Winton Woods City School District: the Winton Woods District Tax Equivalent Amount divided by the sum of the Winton Woods District Tax Equivalent Amount plus the Northwest District Tax Equivalent Amount plus the Fairfield District Tax Equivalent Amount (such sum being referred to as the "Three District Total Tax Equivalent Amount") ("Winton Woods Ratio"); (b) for Northwest Local School District: the Northwest District Tax Equivalent Amount divided by the Three District Total Tax Equivalent Amount ("Northwest Ratio"); and (c) for the District: the Fairfield District Tax Equivalent Amount divided by the Three District Total Tax Equivalent Amount ("Fairfield Ratio").

(vi) Prior to issuance of the Bonds, the issuer of and trustee for the registered owners of the Bonds, shall enter into an Administration Agreement ("Administration Agreement") (in form satisfactory to both municipalities and the Developer) with an independent administrator ("Administrator") with expertise in such calculations who shall make all determinations, calculations and allocations required or desirable to be made in order to implement the transactions contemplated by this Agreement (and the other similar agreements relating to the Project among the Developer and the municipalities and school districts referred to above). Copies of such supporting determinations, calculations and allocations with supporting documentation shall be forwarded to the District at the time of payment of the District Compensation Payment. The issuer of and trustee for the registered owners of the Bonds shall send out requests for proposals for the work to be performed by and the qualifications of the Administrator described above. The Developer and both municipalities shall have the right to direct that entities of their choosing receive such requests for proposals. The issuer of and trustee for the registered owners of the Bonds shall share the results of the requests for proposals with both municipalities and the Developer and shall consider the comments and concerns, if any, of both municipalities and the Developer in choosing the Administrator. Notwithstanding anything to the contrary herein, the Developer and/or either municipality shall have the right to approve or reject any choice of Administrator made by the issuer of and trustee for the registered owners of the Bonds.

Section 3. Compensation Payments.

(A) The City or the Developer, as applicable, hereby agree to make or cause to be made the Up Front Payment, the Fairfield Compensation Payment (subject to applicable credits) and the Community Partner Payments to the District and to apply or cause to be applied any Excess Revenues all as defined or described in this Section 3(A);

(i) Up Front Payment. The Developer shall pay on the date of closing and funding of the Bonds to the District the amount of Six Hundred Thousand Dollars (\$600,000.00) ("Up Front Payment"). Such amount shall be credited in consecutive years against the City's obligation to pay the Fairfield District Compensation Payment, as defined below, beginning with the first year in which any such compensation obligation arises but only until the sum of all such credits equals the amount of the Up Front Payment. The amount of such credit in any such year shall be equal to the lesser of: (i) the Fairfield District Compensation Payment or (ii) the amount of the Up Front Payment less the sum of all previous credits granted pursuant to the preceding sentence. In no event shall the Up Front Payment be subject to return by the District regardless of the eventual size and distribution of the Trustee Fund. The Up Front Payment shall also be credited against the Fairfield District Tax Equivalent Amount but only until the sum of all such credits equals the amount of the Up Front Payment and in the case where such Up Front Credit is so applied, such Up Front Credit shall be the lesser of: (i) the Fairfield District Tax Equivalent Amount; or (ii) the amount of the Up Front Payment less the sum of all previous credits granted against the Fairfield District Tax Equivalent Amount.

(ii) Community Partner Payments. The Developer agrees to pay the District \$10,000 per year, for five years, for each of two school projects of the District's choice ("Community Partner Payments"), for a total of \$20,000 per year for five years, in the form of corporate sponsorships. These Community Partner Payments will be made to the District on or before the 31st day of December of the calendar year in which the Bonds are issued and funded and on December 31 for the following four consecutive years, regardless of whether or not the Developer has approved the school projects. District shall notify Developer at least thirty days in advance of beginning the school project or naming Developer a corporate sponsor of the school project. Developer may decline to be named as a sponsor for any school project, but District agrees that none of the school projects shall be political, controversial, negatively impact Developer or used in association with any project affiliated with a competing mall or entertainment/retail center. The Community Partner Payments are not to be credited against the City's obligation under Section 3(A)(iii) herein. Developer's obligation to make such payments shall survive the termination of this Agreement, subject to the terms of Sections 6 and 7 of this Agreement.

(iii) Compensation Payments. The City shall pay or cause to be paid to the District each calendar year, but solely from the Trustee Fund, the amount, if any, remaining in the Trustee Fund after payment of the Annual Bond Payments, multiplied by the Fairfield Ratio ("Fairfield District Compensation Payment") minus any credit to be applied in that year pursuant to Section 3(A)(i); provided, however, that, except as provided in Section 3(A)(iv) hereof, such amount shall not exceed the Fairfield District Tax Equivalent Amount less any credit to be applied pursuant to Section 3(A)(i). (The term "Northwest District Compensation Payment" shall mean the amount the City of Forest Park shall pay or cause to be paid to Northwest Local School District each calendar year, but solely from the Trustee Fund equal to the amount, if any, remaining in the Trustee Fund after payment of the Annual Bond Payments multiplied by the Northwest Ratio and calculated in a manner similar to that of the Fairfield District Compensation Payment and subject to similar credits and limitations. The term "Winton Woods Compensation Payment" shall mean the amount the City of Forest Park shall pay or cause to be paid to the Winton Woods City School District each calendar year, but solely from the Trustee Fund, equal to the amount, if any, remaining in the Trustee

Fund after payment of the Annual Bond Payments multiplied by the Winton Woods Ratio and calculated in a manner similar to that of the Fairfield District Compensation Payment and subject to similar credits and limitations.) In the event that Service Payments in any year are insufficient to pay the Annual Bond Payments and to pay the District the Fairfield District Tax Equivalent Amount less any credit to be applied in that year pursuant to Section 3(A)(i), and to pay Northwest Local School District the Northwest District Tax Equivalent Amount less the Northwest Up Front Payment Credit (as defined below) and to pay Winton Woods City School District the Winton Woods District Tax Equivalent Amount less the Winton Woods Up Front Payment Credit (as defined below), the deficiencies will accumulate and the District will be entitled to delinquent compensation, but solely from the Trustee Fund, as set forth in subsection 3(A)(iv) below. However, nothing in this Agreement shall be construed to pledge the full faith and credit of the City.

(iv) Excess Revenues. If in any calendar year the amount remaining in the Trustee Fund after (a) payment of the Annual Bond Payments and (b) payment to the District of the Fairfield District Compensation Payment minus any credit for the Up Front Payment; payment to Northwest Local School District of the Northwest District Compensation Payment minus any credit for Northwest Local School District's up front payment of \$1,950,000, the credit for same being calculated similarly to the credit for District's credit of the Up Front Payment; ("Northwest Up Front Payment Credit"); and payment to Winton Woods City School District of the Winton Woods District Compensation Payment minus any credit for Winton Woods City School District's up front payment of \$500,000, the credit for same being calculated similarly to the credit for District's credit of the Up Front Payment ("Winton Woods Up Front Payment Credit"), is greater than zero (such amount being referred to herein as the "Excess Revenues"), such Excess Revenues shall be paid, but solely from the Trustee Fund, as follows:

(1) First to the District, Northwest Local School District and Winton Woods City School District as set forth below to the extent that the payments received by the District, the Northwest Local School District and the Winton Woods City School District in any of the prior calendar years pursuant to Section 3(A)(iii) above were less than the sum of: the Fairfield District Tax Equivalent Amount minus the credit for the Up Front Payment (which difference for purposes of the calculation of the Total Accumulated Deficiencies defined below will not be less than zero); plus the Northwest District Tax Equivalent Amount minus the Northwest Up Front Payment Credit (which difference for purposes of the calculation of the Total Accumulated Deficiencies defined below will not be less than zero); plus the Winton Woods District Tax Equivalent Amount minus the Winton Woods Up Front Payment Credit (which difference for purposes of the calculation of the Total Accumulated Deficiencies defined below will not be less than zero), which would have been distributed to the District, Northwest Local School District and Winton Woods School District, respectively in such years (the "Total Accumulated Deficiencies"). In the event there are Total Accumulated Deficiencies, the District shall receive an amount equal to the product of the Excess Revenues (not to exceed the amount of the Total Accumulated Deficiencies) multiplied by the Fairfield Deficiency Ratio, as herein defined; the Northwest Local School District shall receive an amount equal to the product of the Excess Revenues (not to exceed the amount of the Total Accumulated Deficiencies) multiplied by the Northwest Deficiency Ratio, as herein defined; and Winton Woods City School District shall receive an amount equal to the product of the Excess Revenues (not to exceed the amount of the Total Accumulated Deficiencies) multiplied by the

Winton Woods Deficiency Ratio, as herein defined, all as determined by the Administrator pursuant to the Administration Agreement.

(a) The "Fairfield Deficiency" shall be equal to the difference between the following amounts for all prior calendar years: 1) the Fairfield District Tax Equivalent Amount minus any credit for the Up Front Payment Credit minus 2) the Fairfield District Compensation Payment minus any credit for the Up Front Payment Credit. The "Fairfield Deficiency Ratio" shall be an amount equal to the Fairfield Deficiency divided by the Total Accumulated Deficiencies.

(b) The "Northwest Deficiency" shall be equal to the difference between the following amounts for all prior calendar years: 1) the Northwest District Tax Equivalent Amount minus any credit for the Northwest Up Front Payment Credit minus 2) the Northwest District Compensation Payment minus any credit for the Northwest Up Front Payment Credit. The "Northwest Deficiency Ratio" shall be an amount equal to the Northwest Deficiency divided by the Total Accumulated Deficiencies.

(c) The "Winton Woods Deficiency" shall be equal to the difference between the following amounts for all prior calendar years: 1) the Winton Woods District Tax Equivalent Amount minus any credit for the Winton Woods Up Front Payment Credit minus 2) the Winton Woods District Compensation Payment minus any credit for the Winton Woods Up Front Payment Credit. The "Winton Woods Deficiency Ratio" shall be an amount equal to the Winton Woods Deficiency divided by the Total Accumulated Deficiencies.

(2) Second, any Excess Revenues shall be paid to redeem or purchase Bonds, establish reserves for the payment of interest and all associated costs.

(v) Timing. The amounts payable pursuant to subsections 3(A)(iii) and (iv) above shall be paid once a year on the first day deemed practicable by the Administrator under the Administration Agreement taking into account the timing of the payment of the Annual Bond Payments and the timing of the payment of and transfer into the Trustee Fund of the Service Payments (and any other payments providing security for the Bonds). The parties acknowledge that there may be delays in the collection of the Service Payments from Hamilton County and Butler County to the City of Forest Park and the City respectively and the transfer of Service Payments into the Trustee Fund by the City of Forest Park and City as compared to the dates payments are due under the Bonds and that the Administrator shall have discretion under the Administration Agreement to reconcile the calculation of payments due under this Agreement to take these delays into account, such reconciliation to be consistent with the intent of the terms of this Agreement. Such reconciliation shall include but not be limited to the Administrator making District Compensation Payments only after the Administrator has determined, based on then-current projections, that there are anticipated to be sufficient Service Payments available to make the scheduled Annual Bond Payments for the next succeeding six-month period.

(vi) Bonds Not Issued. Notwithstanding anything to the contrary in this Agreement, Developer shall not be obligated to pay any amounts due under this Agreement in the event the Bonds are not issued.

(B) In determining the amount of the Service Payments required by the City, it is expressly agreed and relied upon that the value of the Exempted Property which shall be exempt under the Act shall be the increase in value of the parcels from and after the date that the City Ordinance granting the TIF Exemption was adopted by the City regardless of the date on which the exemption from real property taxation is certified to the Butler County Auditor by the Tax Commissioner of the State of Ohio.

Section 4. District Approval and Agreement.

(A) The District hereby confirms approval of the City Ordinance and the real property exemption (of one hundred percent for a period of thirty years) provided therein and further acknowledges and agrees that it has received sufficient notice of the proposed passage of the City Ordinance and the exemption provided for therein and waives the right to any further notice thereunder as may be required pursuant to Sections 5709.40 or 5709.83 of the Ohio Revised Code with respect to the City Ordinance.

(B) The District hereby agrees that this Agreement constitutes an "agreement" within the meaning of Section 5709.82(C) of the Ohio Revised Code and hereby waives any right to the receipt of income tax revenues pursuant to Section 5709.82(D) derived directly or indirectly from the Exempted Property except as otherwise herein provided.

Section 5. City, District and Developer Agreement. The City agrees that so long as the Exemption Period is in effect, it shall not grant or approve any additional exemptions from real property taxation of the assessed value of the Exempted Property existing as of January 1, 2003 without the approval of the District, except as set forth in this Agreement. The City also agrees that so long as the Exemption Period is in effect, it shall not initiate, grant or approve any special or other assessments against the Mills Parcels (without Developer's written agreement) other than those that exist on the date of this Agreement. Further, the City, District and Developer hereby adopt and utilize the Hamilton and Butler County Auditors' assessed values of the Mills Parcels for tax year 2003 as the base valuation for purposes of computing the increase in the assessed value of the Mills Parcels under this Agreement. Developer (or the issuer of the Bonds), may, at Developer's (or the issuer of the Bond's) option, seek to exempt the base or any increment valuation of the portion of the Mills Parcels located within the District and transferred or conveyed to the issuer of the Bonds, and City and District will not seek to increase the base valuation or increment of the Mills Parcels.

The parties agree that the taxable fair market base value of the Mills Parcels located within the District as of January 1, 2002 is \$8,895,630.00 (and that the taxable fair market base value of the Mills Parcels located within the District as of January 1, 2003 is \$8,895,630.00); the taxable fair market base value for the Winton Woods School District as of January 1, 2002 is \$20,750,000.00 (and the taxable fair market base value for the Winton Woods School District as of January 1, 2003 is \$20,750,000.00); and the taxable fair market base value for the Northwest Local School District as of January 1, 2002 is \$29,252,100.00 (and the taxable fair market base value for the Northwest Local School District as of January 1, 2003 is \$29,747,190.00).

In the event the District's taxable fair market base value ("District Base Value") of the Mills Parcels located within the District ("District Parcels") falls below a total of \$8,895,630.00 in any calendar year during the Exemption Period, unless such reduction in value is due to revaluation as a result of damage, destruction or condemnation which prevents occupancy or use of part or all of the District Parcels, then Developer shall pay District the "Make Whole Payment" as defined below, less any credit for "School Foundation Payments" as defined below. This paragraph shall be applicable based upon the District Base Value of the District Parcels of \$8,895,630.00 as stated above, whether or not parts of the District Parcels are transferred to the Port (or the issuer of the Bonds) and whether or not such transferred parts of the District Parcels are subsequently granted exemption from real property taxation.

The Make Whole Payment shall be the amount, in any calendar year, that the District would have received (as the district's share) from the real estate taxes assessed on a District Base Value of \$8,895,630.00 minus (i) the amount the District is entitled to receive (as the District's share) from the real estate taxes assessed on the actual District Base Value if it is less than \$8,895,630.00, and (ii) the additional amount, if any, the District is entitled to receive from the State of Ohio School Foundation Program (currently Chapter 3317 of the Ohio Revised Code) or any similar program as a result of the District Base Value being less than \$8,895,630.00 ("School Foundation Payments").

The Make Whole Payment shall be due the later of: (1) sixty (60) days after notice from the District to the Developer that a Make Whole Payment is due, including the amount of the proposed Make Whole Payment; or (2) the later of thirty (30) days after: (i) taxes are otherwise due or (ii) the applicable School Foundation Payments are determined, and shall be payable by Developer during the Exemption Period as long as the Agreement is in full force and effect.

Developer's obligation to make the Make Whole Payments shall be guaranteed by the guaranty of The Mills Limited Partnership, a Delaware Limited Partnership according to the terms of Guaranty in the form attached hereto as Exhibit D.

Notwithstanding anything to the contrary in this Agreement, Developer shall have no obligation to make any Make Whole Payments until after closing and funding of the Bonds.

Section 6. Termination. This Agreement shall become effective on the date that it is executed and delivered and shall remain in effect for such period as any Tax Exemptions pursuant to Section 5709.40 through 5709.43 of the Ohio Revised Code are in effect with respect to the Exempted Property, but in no event later than the expiration of the Exemption Period. The Developer shall have no further obligations hereunder upon termination of this Agreement. This Agreement shall further terminate if Bonds to finance the Public Improvements are not issued by June 1, 2004 and in such event, the exemption provided under the City Ordinance shall be terminated and the parties shall have no obligation to each other hereunder.

Section 7. Assignment. Developer may freely assign this Agreement or, subject to the terms of Section 1 of this Agreement, transfer, mortgage, pledge or encumber the Exempted Property or any part thereof. Once the Developer assigns or transfers this Agreement, Developer shall be released from any and all further obligation hereunder as of the date of such assignment or

transfer; but nothing herein shall affect the obligation to pay Service Payments which obligation shall run with the land and not be a personal obligation of Developer, nor shall anything herein affect the obligations of Developer under Section 11(B) of this Agreement to pay the Community Partner Payments.

Section 8. Property Damage Insurance; Damage or Destruction. Developer agrees that so long as this Agreement remains in effect, it will, at its own cost and expense, provide and maintain or will cause to be provided and maintained on the Exempted Property (including all building improvements therein), insurance against loss or damage by fire and those hazards ordinarily covered in all-risk property insurance policies in Cincinnati, Ohio, in an amount not less than one hundred percent (100%) of the replacement value, exclusive of land. Such insurance shall be effected under standard form policies issued by insurers of recognized responsibility, authorized to do business in the State of Ohio and well rated by national rating organizations. Developer shall furnish or cause to be furnished to the City certificates or other evidence of such insurance upon the commencement of the construction of the Developer Improvements.

Section 9. Representations of Developer, the City and the District.

(a) Developer hereby represents and warrants to and covenants with the City and the District that Developer has full power and authority to enter into and perform its obligations under this Agreement, and that the execution, delivery and performance of this Agreement have been duly and effectively approved and authorized by all necessary action.

(b) The City hereby represents and warrants to and covenants with Developer and the District that the City has full power and authority to enter into and to perform its obligations under this Agreement, and that the execution, delivery and performance of the Agreement have been duly and effectively approved and authorized by all necessary action.

(c) The District hereby represents and warrants to and covenants with Developer and the City that the District has full power and authority to enter into and perform its obligations under this Agreement, and that the execution, delivery and performance of the Agreement have been duly and effectively approved and authorized by all necessary action.

Section 10. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the City, the District and Developer and their respective successors and assigns. No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Exempted Property or any part of the Exempted Property to any successor in interest of Developer, and any such deed shall not be deemed to affect or impair the provisions and covenants of the Agreement.

Section 11. Remedies.

In the event of a breach of this Agreement or any of its terms by Developer, the City or the District, the affected party(s) shall provide written notice of such breach to the party committing the breach, at the address specified in Section 12 hereof (or such other address as the party may specify in writing) so that that party may attempt to cure the same. In case such remedial action is not taken

or not diligently pursued within forty-five (45) days of such written notice, or in case such action does not cure the breach within a reasonable period after its commencement, the affected party(s) shall be limited to the remedies set forth below:

A. In the event of a breach by the City or the District, specific performance and any other remedy available at law or equity.

B. In the event of a breach by the Developer, no personal liability, but only such remedies available as if such failure resulted from the failure to pay real estate taxes on the Exempted Property owned by Developer, except that in the event of a breach by Developer to pay the Community Partner Payments, all remedies available at law to the District, to recover only such Community Partner Payments.

Section 12. Notices. All notices and formal requests or demands required or appropriate hereunder shall be personally delivered, sent by overnight courier or sent by registered or certified mail and shall be deemed to have been served or given when personally delivered, sent by overnight courier or enclosed in a properly sealed and addressed envelope or wrapper, and deposited postage prepaid in a post office, branch post office or post office box regularly maintained by the United States Postal Service. Notices are to be addressed as follows:

If to the City:

City of Fairfield
5350 Pleasant Avenue
Fairfield, OH 45014
Attn: City Manager

With a copy to:

Brenda K. Wehmer, Esq.
Peck Shaffer & Williams LLP
201 E. Fifth Street, Suite 900
Cincinnati, OH 45202-4144

or such other person or place as the City may designate in writing;

If to the Developer:

Cincinnati Mills, L.L.C.
Attention: Ms. Carolyn Lange
1300 Wilson Boulevard, Suite 400
Arlington, Virginia 22209-2300

And to:

Cincinnati Mills, L.L.C.
Attention: General Counsel
1300 Wilson Boulevard, Suite 400
Arlington, Virginia 22209-2300

With a copy to:

Monica Donath Kohnen, Esq.
Graydon Head & Ritchey LLP
511 Walnut Street
Suite 1900
Cincinnati, Ohio 45202

Or to such other person or place as the Developer may designate in writing.

If to the District:

Mr. J. Scott Gooding II, Treasurer
Fairfield City Schools
211 Donald Drive
Fairfield, OH 45013-3095

With a copy to:

Dr. Robert B. Farrell, Superintendent
Fairfield City Schools
211 Donald Drive
Fairfield, OH 45013-3095

or to such other person or place as the District may designate in writing;

Section 13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

Section 14. Governing Law. This Agreement shall be governed by the laws of the State of Ohio.

Section 15. Partial Invalidity. In case any section or provisions of this Agreement or any covenant, stipulation, obligation, agreement, act or action or part hereof, made assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder hereof, and any other section or provision hereof, and any other covenant, stipulation, obligation, agreement, act or action shall be construed and enforced as if such illegal or invalid portion were not contained herein, nor shall such

illegality or invalidity of any application hereof affect any legal or valid application hereof and each such section, provisions, covenants, stipulation, obligation, agreement, act or action or party hereof shall be deemed to be effective, operative, made, entered into or taken in the many and to the full extent permitted by law.

Section 16. Outlots. Notwithstanding anything to the contrary herein, Developer shall have no obligation with respect to real estate owned by GMRI, Inc. or by Chipotle Mexican Grill, Inc. as more fully described in Recital A hereof (collectively "Outlots", singularly "Outlot"), including but not limited to the obligation to make Service Payments on the Outlots or to insure same. It is intended by the parties hereto that the Outlots will be included as part of the Exempted Property pursuant to the City Ordinance and that payments in lieu of taxes attributable to the Outlots will be applied in the same manner as the Service Payments are applied under this Agreement.

Section 17. Amendments. This Agreement may be amended only by mutual agreement of the parties hereto. No amendment to this Agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all parties hereto by duly authorized representatives.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City, the District and Developer have caused this Agreement to be signed in their respective names by their duly authorized officers, as of the date hereinabove written.

WITNESSES:

Kimberly N. Coyner
Print Name: KIMBERLY N. COYNER

John H. Clemmons
Print Name: JOHN H. CLEMMONS

STATE OF OHIO)
COUNTY OF BUTLER) SS:

CITY OF FAIRFIELD, OHIO

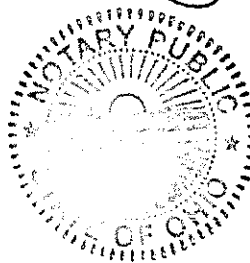
By: Arthur E. Pizzano
Arthur E. Pizzano
Mayor/City Manager

And By: James A. Hanson
JAMES A. HANSON
Director of Finance

Before me, a Notary Public in and for said County and State, personally appeared ARTHUR E. PIZZANO, the CITY MANAGER and JAMES A. HANSON, the DIRECTOR OF FINANCE of the City of Fairfield, Ohio, who acknowledged that they signed the foregoing instrument as the fully authorized officers of said City of Fairfield, Ohio, a municipal corporation of the State of Ohio, and that the same is their free act and deed and the free act and deed, respectively, as such officer and individually.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at FAIRFIELD, Ohio, on this 23rd day of JANUARY, 2004.

John H. Clemmons
Notary Public



JOHN H. CLEMMONS, Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My Commission has no Expiration Date
O.R.C. Section 147.03

FAIRFIELD CITY SCHOOL DISTRICT

John H. Clemmons
Print Name: JOHN H. CLEMMONS

Kimberly N. Coyner
Print Name: KIMBERLY N. COYNER

By: Anne Crone
President, Board of Education

And By: R. B. Farrell
Robert B. Farrell
Superintendent

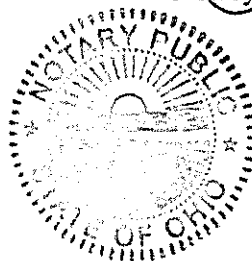
And By: J. Scott Gooding II
J. Scott Gooding II
Treasurer

STATE OF OHIO)
) SS:
COUNTY OF BUTLER)

Before me, a Notary Public in and for said County and State, personally appeared ANNE CRONE, the PRESIDENT and ROBERT B. FARRELL, the SUPERINTENDENT and J. SCOTT GOODING II the TREASURER of Fairfield City School District, who acknowledged that they signed the foregoing instrument for and on behalf of said school district, as the fully authorized officers thereof, and that the same is their free act and deed and the free act and deed, respectively, as such officer and individually.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at FAIRFIELD, Ohio, on this 23rd day of JANUARY, 2004.

John H. Clemmons
Notary Public



JOHN H. CLEMMONS, Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My Commission has no Expiration Date
O.R.C. Section 147.03

WITNESSES:

Thomas B. Bousicle
Print Name: Thomas B. Bousicle

Nancy S. Farrell
Print Name: Nancy S. Farrell

CINCINNATI MILLS, L.L.C.
a Delaware limited liability company

By: The Mills Limited Partnership,
a Delaware limited partnership
Title: Its ~~Sole Member~~ Manager

By: The Mills Corporation,
a Delaware corporation,
Title: Its General Partner

By: Thomas E. Frost
Name: _____
Title: Thomas E. Frost
Executive Vice President

STATE OF Virginia)
COUNTY OF Arlington) SS:

manager Before me, a Notary Public in and for said County and State, personally appeared Thomas E. Frost, the ~~Executive Vice President, General Counsel~~ of The Mills Corporation, a Delaware corporation, the general partner of The Mills Limited Partnership, a Delaware limited partnership, the ~~Sole Member~~ of Cincinnati Mills, L.L.C., a Delaware limited liability company, who acknowledged that he/she signed the foregoing instrument for and on behalf of said limited liability company, and that the same is his/her free act and deed and the free act and deed of the company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Arlington, Virginia, Ohio, on this 26th day of January, 2004.

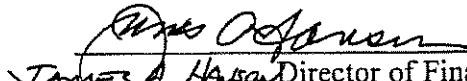
Shacile Mito
Notary Public

MY COMMISSION EXPIRES
AUGUST 31, 2007

CERTIFICATE OF DIRECTOR OF FINANCE

As Director of Finance of the City of Fairfield, Ohio, I certify that the money required to meet the obligations of the City of Fairfield during the year 2003, if any, under the attached Agreement has been lawfully appropriated by the Council of the City for those purposes and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: 1-23, 2004


JAMES A. HANSON Director of Finance
City of Fairfield, Ohio

Consent

Northwest Local School District consents to the foregoing Agreement with respect to Hamilton County, Ohio Auditor's Office Parcel #589-0001-0004 (.012 acres) located in the City of Fairfield.

NORTHWEST LOCAL SCHOOL DISTRICT

Print Name: _____

By: Robert H. Stewart
President, Board of Education

Print Name: _____

And By: Kathryn Hellweg
Kathryn Hellweg
Superintendent

And By: Randy L. Seymour
Randy L. Seymour
Treasurer

STATE OF OHIO)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Rick Stewart, the Kathryn Hellweg and Randy Seymour, the President and Superintendent the Treasurer of Northwest Local School District, who acknowledged that they signed the foregoing instrument for and on behalf of said school district, as the fully authorized officers thereof, and that the same is their free act and deed and the free act and deed, respectively, as such officer and individually.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus / Cincinnati, Ohio, on this 23 day of Jan, 2004.

C. Bronston McCord III
Notary Public
M.S. Ohio Atty
C. Bronston McCord III

COLLECTION GUARANTY

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, and to induce the Fairfield City School District (the "Promisee") to enter into a Tax Increment Incentive Agreement dated 2/3/04 by and among the Promisee, the City of Fairfield, Ohio and Cincinnati Mills L.L.C. ("Mills") in connection with real estate commonly known as the Forest Fair Mall located in both Hamilton and Butler Counties, Ohio ("TIF Agreement"), the undersigned, The Mills Limited Partnership, a Delaware limited partnership ("Guarantor") hereby guarantees the Make Whole Payments, as defined in the TIF Agreement, as they become due ("Sums") from Mills pursuant to the TIF Agreement.

The Promisee shall first seek payment against Mills prior to making any demand on or invoking any of the Promisee's rights and remedies against the Guarantor.

It is understood that this guaranty is conditional in that it is a guaranty of collection only. The undersigned shall not be obligated to make any payment hereunder until all reasonable attempts to collect from Mills, with due diligence and using reasonable legal means, have failed.

This Guaranty and all rights, obligations and liabilities arising hereunder shall be construed and enforced in accordance with the laws of the State of Ohio.

This Guaranty shall bind the Guarantor and Guarantor's successors and assigns, and shall inure to the benefit of Promisee and Promisee's successors and assigns.

IN WITNESS WHEREOF, this Guaranty has been duly executed as set forth below.

THE MILLS LIMITED PARTNERSHIP

By: THE MILLS CORPORATION, general partnership

By: T. P. Fitzgerald
Name: TERENCE P. FITZGERALD
Title: Executive Vice President
Date: Domestic Development

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT WITH THE FAIRFIELD CITY SCHOOL DISTRICT BOARD OF EDUCATION, CINCINNATI HOLDING COMPANY, LLC, AND A HILLWOOD DEVELOPMENT ENTITY RELATIVE TO THE REDEVELOPMENT OF THE FORMER FOREST FAIR MALL PROPERTY ON CINCINNATI MILLS DRIVE AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

- Section 1.

The City Manager is hereby authorized to execute a Development Agreement with the Fairfield City School District Board of Education, Cincinnati Holding Company, LLC and a Hillwood development entity relative to the redevelopment of the former Forest Fair Mall property on Cincinnati Mills Drive in accordance with the agreement on file in the office of the City Manager.
- Section 2.

This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the property closing and redevelopment can proceed on a timely schedule to meet grant deadlines; wherefore, this ordinance shall take effect immediately upon its passage.

Passed		
		Mayor's Approval
Posted		
First Reading		Rules Suspended
Second Reading		Emergency
Third Reading		

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2025\DEVELOPMENT AGR-ORD



**City Council Communication
Regular Meeting - February 24, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Clerk's Office

Subject:

Wawa 7208 Liquor Permit

Legislation Title:

Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Wawa Midwest LLC dba Wawa 7208, 7075 Dixie Highway, Fairfield, OH 45014 (Permit Class C2).

Recommendation:

It is recommended that City Council request, by simple motion, that no hearing be held on the liquor permit application in the name of Wawa Midwest LLC dba Wawa 7208, 7075 Dixie Highway, Fairfield, OH 45014 (Permit Class C2).

Discussion:

The City of Fairfield is in receipt of an application from the Ohio Division of Liquor Control for a C2 permit for the above liquor permit applicant. Background checks from the Building and Zoning Division and Police Department are attached for Council and staff's review.

Financial Impact:

None

Emergency Provision:

NA

Rule Suspension Requested:

NA

ATTACHMENTS:

1. LiquorPermit.Wawa7075DixieHighway

DEPARTMENTAL CORRESPONDENCE



TO: Steve Maynard, Police Chief
Greg Kathman, Development Services Director

FROM: Alisha Wilson, Clerk of Council

DATE: February 3, 2025

SUBJECT: REQUEST FOR BACKGROUND CHECK – LIQUOR PERMIT

Attached is a liquor permit application in the name Wawa Midwest LLC dba Wawa 7208, 7075 Dixie Highway, Fairfield, OH 45011 (Permit Classes: C2).

Please complete the necessary background check and submit your findings to me **no later than 11:00 AM on Thursday, February 13** for the item to be added to Council's Regular Meeting agenda of Monday, February 24, 2025. If you are unable to meet this deadline, please let me know as soon as possible so I can request an extension.

Thank you for your assistance.

c: Scott Timmer, City Manager
File

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3186

TO

94422770065		NEW		WAWA MIDWEST LLC	
PERMIT NUMBER		TYPE		DBA WAWA 7208	
ISSUE DATE				7075 DIXIE HWY	
01 22 2025				FAIRFIELD OH 45014	
FILING DATE					
C2					
PERMIT CLASSES					
09	011	A	E41108		
TAX DISTRICT			RECEIPT NO		

FROM 01/24/2025

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO	



MAILED 01/24/2025

RESPONSES MUST BE POSTMARKED NO LATER THAN. 02/24/2025

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

A NEW 9442277-0065

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF FAIRFIELD CITY COUNCIL
5350 PLEASANT AV
FAIRFIELD OHIO 45014



Department of Commerce

Division of Liquor Control

com.ohio.gov

Mike DeWine, Governor Jon Husted, Lt. Governor Sherry Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **MUST** be faxed, emailed, or mailed to the Division no later than the postmark deadline date stated on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166

EMAIL: Liquordocs@com.ohio.gov

MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

To find out who has disclosed an ownership interest in the permit application to us you can:

- Visit com.ohio.gov/liquorinfo. Select the "Search who has disclosed an ownership interest" tab. Where asked, enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff (if you are a township fiscal officer or county clerk). We also sent them detailed ownership information to review for any criminal background issues involving the disclosed persons.

We have resources for you at com.ohio.gov/govhelp. Never miss out on when renewal objections are due! Sign-up for our emails at com.ohio.gov/stayinformed.

Thank you in advance for your cooperation,

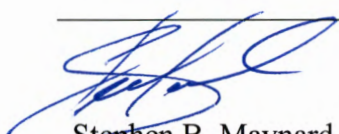
Division Licensing Section

(rev. 12/29/2023)

NAME OF ESTABLISHMENT WAWA Midwest LLC
ADDRESS DBA WAWA 7208
7075 Dixie Highway
Fairfield, OH 45014

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| 1. Is there a conviction record of the applicant, any partner, member, officer director, manager or any shareholder owning 5% or more of the capital stock, for felonies or other crimes relating to his ability to operate a liquor establishment? | ☐ | ☒ |
| 2. Is there a prior unfavorable enforcement record of applicant and/or operation in disregard for laws, regulations or local ordinances? | ☐ | ☒ |
| 3. Is there misrepresentation of material fact by applicant in making application to the Department? | ☐ | ☒ |
| 4. Is there an inability of law enforcement authorities and of authorized agents of the Department to gain ready entrance to the permit premise; or location of permit premise at such distance from the road or street as to be isolated from police or other observation? | ☐ | ☒ |
| 5. Will the place substantially and adversely interfere with the public decency, sobriety, peace, or good order of the neighborhood in which it is located? | ☐ | ☒ |
| 6. Will the place substantially and adversely interfere with the normal orderly conduct of a church, library, public playground, school or township park? | ☐ | ☒ |
| 7. Will the granting or transferring of a permit substantially interfere with the morals, safety, or welfare of the public? | ☐ | ☒ |
| 8. Will there be adverse effects of saturation of the area in relation to the number of existing permits, and will there be any adverse conditions in the area? | ☐ | ☒ |

REMARKS:


Stephen B. Maynard
Chief of Police

HEARING REQUESTED: Yes ☐ No ☒

Date: February 5, 2024



DEPARTMENTAL CORRESPONDENCE

Date: 2/11/25

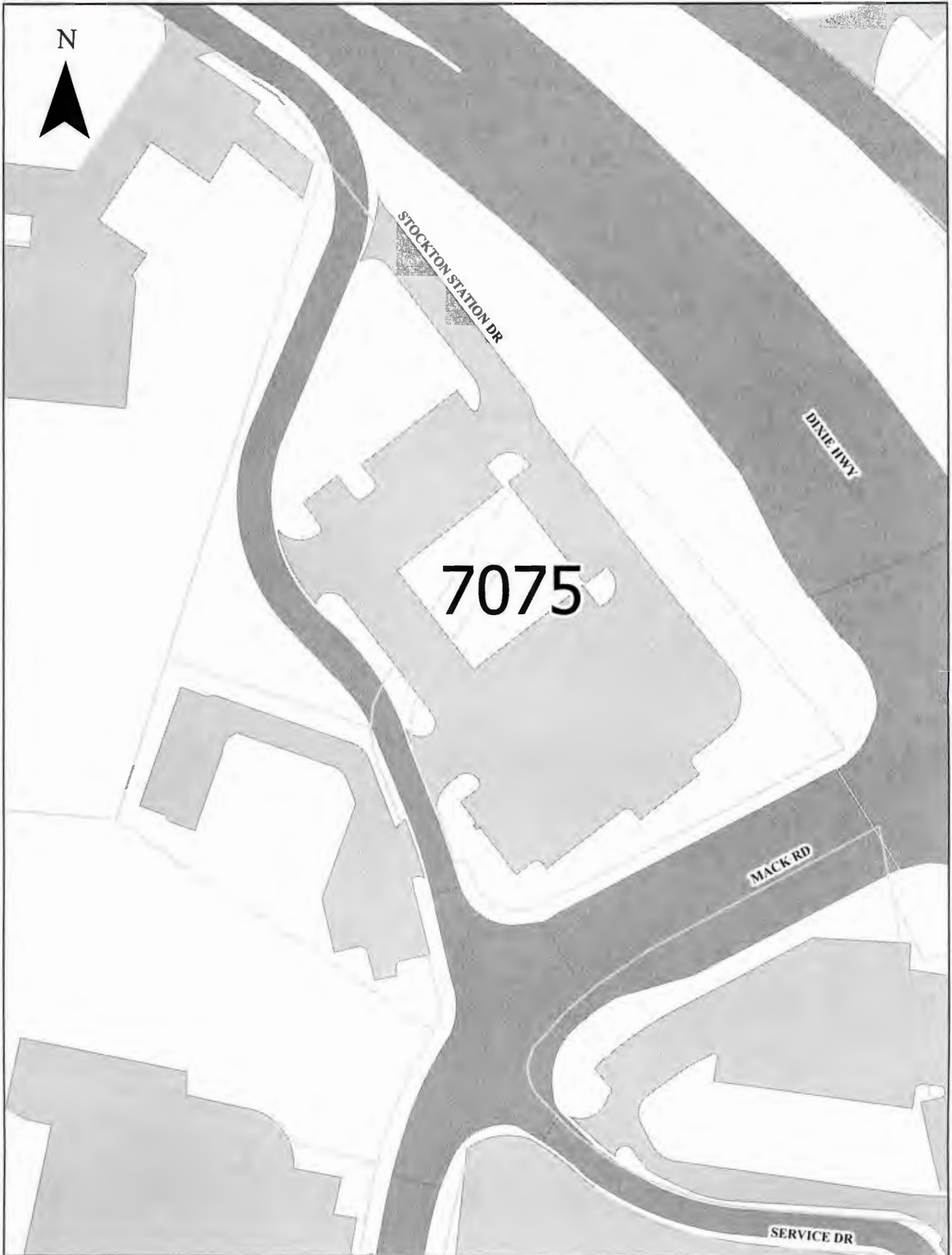
To: Alisha Wilson, Clerk of Council

From: Greg Kathman, Development Services Director

A handwritten signature in blue ink, appearing to be "GK", is written over the name "Greg Kathman".

Subject: Liquor Permit Application

The business that will be located at 7075 Dixie Highway, in name Wawa Midwest LLC dba Wawa 7208 is in the C-3, General Business District and is a permitted use as a gas station and convenience store.





**City Council Communication
Regular Meeting - February 24, 2025**

Submitted by: Adam Sackenheim, Assistant City Manager COO
Department: Public Utilities

Subject:

Electric aggregation agreement

Legislation Title:

Ordinance to authorize the City Manager to enter into an electric aggregation agreement with an electric supplier as recommended by Energy Alliances, Inc., provided that the accepted aggregation rate is at or below \$0.095/kwh at the time of execution, for a period not to exceed thirteen (13) months and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that City Council authorize the City Manager to enter into an Electric Aggregation Agreement with an Electric Supplier as recommended by Energy Alliances, Inc., provided that the accepted aggregation rate is at or below \$0.095/kwh at the time of execution, for a period not to exceed 13 months. This rate is for electric generation only. This authorization allows the City Manager to execute this agreement at any time between 2/25/2025 and 5/30/2025, as dictated by energy market considerations.

Discussion:

The Ohio Legislature has enacted electric deregulation legislation which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate automatically, pursuant to Section 4928.20 of the Ohio Revised Code, subject to opt-out provisions, competitive electric service for the retail electric loads located in the respective jurisdictions and to enter into service agreements to facilitate the sale and purchase of the service for the electric loads.

Governmental energy aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of electric deregulation through lower electric rates as well as energy rate stability which they would not otherwise be able to have individually.

On November 7, 2023, the majority of voters in the City of Fairfield voted in favor of giving City Council the authority to explore a governmental aggregation program with opt-out

provisions pursuant to Section 4928.20, Ohio Revised Code for the residents, businesses and other electric customers in the City. On December 11, 2023, Fairfield City Council approved and adopted a plan of operation and governance regarding electric governmental aggregation. In January of 2024 the City of Fairfield became a certified energy aggregator by Public Utilities Commission of Ohio (PUCO). In February and March of 2025, the City's energy consultant – Energy Alliances Inc., - sent out Requests for Pricing (RFP) for aggregated electricity for the City. The most recent results of that RFP process are attached for review. The next step in the aggregation process is for City Council to authorize the City Manager to enter into an electric aggregation agreement with a qualified electric supplier; the Ordinance authorizing this action is also attached for review.

Financial Impact:

No impact to City budgets.

Emergency Provision:

Yes - This is deemed an emergency measure necessary for the immediate preservation of the health, safety and welfare of the citizens of the City and shall take effect immediately. The reason for the emergency is to preserve the proposed aggregation rate structure and to avoid energy market fluctuations.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. 02242025- Fairfield - Electric Aggregation Supplier Selection - Draft Ordinance
2. Fairfield OH pricing 02202025
3. ELECTRIC AGGREGATION-ORD

Ordinance Authorizing the City Manager to enter into an Electric Aggregation Agreement with an Electric Supplier as recommended by Energy Alliances, Inc., provided that the accepted aggregation rate is at or below \$0.095/kwh at the time of execution, for a period not to exceed 13 months

WHEREAS, the City of Fairfield, Ohio (the “Community”) has previously established an electric aggregation program;

WHEREAS, the Community’s energy aggregation consultant, Energy Alliances, Inc., has indicated that due to the market’s volatile pricing changes, the Community should be prepared to immediately execute an electric aggregation agreement provided that the accepted aggregation rate is at or below \$0.095/kwh at the time of execution, for a period not to exceed 13 months

WHEREAS, the City Council (the “Governing Body”) now desires to authorize the City Manager to enter into an electric aggregation agreement when recommended by Energy Alliances, Inc., in a form as approved by the Community’s Legal Advisor.

NOW, THEREFORE BE IT RESOLVED the City Council of the City of Fairfield does hereby agree to:

Section 1. The City Council hereby accepts the recommendation of the Community’s energy aggregation consultant, Energy Alliances, Inc., and authorizes the City Manager to enter into an electric aggregation agreement with an Electric Supplier as recommended by Energy Alliances, Inc., at a price at or below \$0.095/kwh at the time of execution not to exceed 13 months.

Section 2. The City Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting; and that all deliberations of the City Council which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22, ORC.

Section 3. This Resolution shall be in full force and effect from and immediately after its adoption.

Adopted this _____ day of _____, 2025.

Fairfield OH – Electric Aggregation

RFP Pricing – indicative pricing

Received 02/20/2025

Suppliers:

Constellation and Dynegy

12-month terms; cost is in \$ per kWh

Aggregation Rate w/ 50% RECs			
	May-25	Jun-25	Jul-25
Dynegy	\$0.09100	\$0.09190	\$0.09230
Constellation	\$0.09093		

Aggregation Rate - No Additional RECs			
	May-25	Jun-25	Jul-25
Dynegy	\$0.08960	\$0.0904	\$0.0907
Constellation	\$0.08959		

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN ELECTRIC AGGREGATION AGREEMENT WITH AN ELECTRIC SUPPLIER AS RECOMMENDED BY ENERGY ALLIANCES, INC., PROVIDED THAT THE ACCEPTED AGGREGATION RATE IS AT OR BELOW \$0.095/KWH AT THE TIME OF EXECUTION, FOR A PERIOD NOT TO EXCEED THIRTEEN (13) MONTHS AND DECLARING AN EMERGENCY.

WHEREAS, the City of Fairfield, Ohio (the "Community") has previously established an electric aggregation program;

WHEREAS, the Community's energy aggregation consultant, Energy Alliances, Inc., has indicated that due to the market's volatile pricing changes, the Community should be prepared to immediately execute an electric aggregation agreement provided that the accepted aggregation rate is at or below \$0.095/kwh at the time of execution, for a period not to exceed thirteen (13) months;

WHEREAS, the City Council (the "Governing Body") now desires to authorize the City Manager to enter into an electric aggregation agreement when recommended by Energy Alliances, Inc. in a form as approved by the Community's Legal Advisor.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City Council hereby accepts the recommendation of the Community's energy aggregation consultant, Energy Alliances, Inc., and authorizes the City Manager to enter into an electric aggregation agreement with an Electric Supplier as recommended by Energy Alliances, Inc., at a price at or below \$0.095/kwh at the time of execution not to exceed thirteen (13) months.

Section 2. The City Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting; and that all deliberations of the City Council which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22, ORC.

Section 3. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the proposed favorable aggregation rate pricing be preserved and to avoid energy market fluctuations; wherefore, this ordinance shall take effect immediately upon its passage.

Passed

—

—
Mayor's Approval

Posted

—

First Reading	_____	Rules Suspended	_____
	—		—
Second Reading	_____	Emergency	_____
	—		—
Third Reading	_____		
	—		

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

_____	_____
	Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2025\ELECTRIC AGGREGATION-ORD



**City Council Communication
Regular Meeting - February 24, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Street Resurfacing contract for the 2025 Asphalt Resurfacing Project

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Barrett Paving Materials, Inc. for the 2025 Asphalt Resurfacing Project

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

The staff recommends that City Council authorize the City Manager to enter into a contract with Barrett Paving Materials, Inc. for the 2025 Asphalt Resurfacing Project at the unit prices indicated.

It is further recommended that City Council authorize and direct the preparation of legislation for the appropriation of funding in the amounts shown in the financial impact section for this project.

Discussion:

This project is programmed in the 2025-2029 Capital Improvement Program under 5PW06 and will resurface approximately 19.42 lane miles of roadway which along with other capital projects bring the 2024 paving total to 23.9 lane miles and meets Council's annual goal for the paving program.

The City Council has historically approved funding for an annual street paving program for work done in conjunction with the Concrete Curb Replacement Program. The Public Works Department has developed a program for budgeting and scheduling needed overlays of streets in relation to several factors including deterioration, age, ride-ability, etc.

The areas scheduled for repaving this year are listed on the City's website and attached.

Public Works advertised this project and bids were opened on February 10, 2025 for the 2024 Asphalt Resurfacing Project. Three (3) bids were received. The complete bid results are attached.

The lowest and best bidder is Barrett Paving Materials, Inc. (Middletown, Ohio).

Financial Impact:

The financial impact of the project is the requested funding of \$2,290,000.00 (\$2,087,064.90 base bid and a contingency of \$202,935.10). \$2,115,000.00 from the Street Improvement Fund, \$75,000 from Capital Fund, and \$100,000.00 from the Water Surplus Fund.

Emergency Provision:

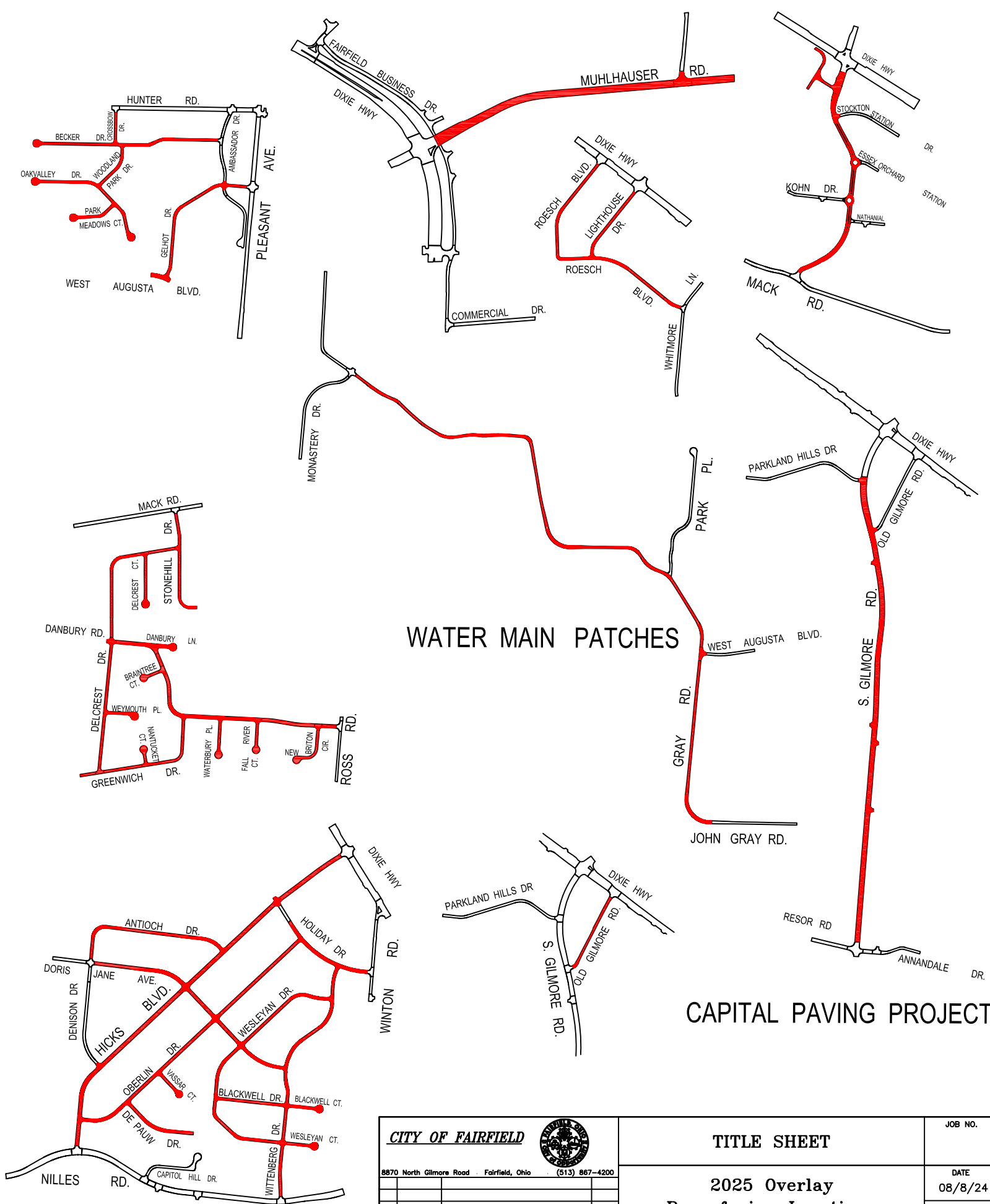
No.

Rule Suspension Requested:

Yes. A suspension of rules is being requested in order to be placed on the contractor's schedule as early in the year as practical.

ATTACHMENTS:

1. 2025 Paving Map - Citywide
2. 2025 Asphalt Resurfacing Project - Bid Results
3. BARRETT PAVING MATERIALS-ORD



WATER MAIN PATCHES

CAPITAL PAVING PROJECT

<u>CITY OF FAIRFIELD</u>			
8870 North Gilmore Road Fairfield, Ohio (513) 867-4200			
NO.	DATE	REVISIONS	BY
SCALE	DESIGN-LAYOUT	DRAWN	CHECKED
N.T.S.	NWC	NWC	BAM

TITLE SHEET		JOB NO.
2025 Overlay		DATE
Resurfacing Locations		08/8/24
FAIRFIELD, OHIO		SHEET NO.
Page 123 of 1601		

City of Fairfield

Bid Tabulation for "2025 Asphalt Resurfacing Project"

Bid Opening: February 10, 2025

Engineer's Estimate: \$2,415,775.00

				BIDDER (Name/Address/Phone)					
				Mt. Pleasant Blacktopping 3199 Production Dr Fairfield, OH 45014 513-874-3777		John R Jurgensen Company 11641 Mosteller Rd Cincinnati, OH 45241 513-771-0820		Barrett Paving Materials Inc 3751 Commerce Dr Middletown, OH 45005 513-422-4662	
ODOT Item #	Description	Est. Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
254	Full Width Street Planing: 1-1/2" (typical depth of cut)	164,395	Sq.Yds.	\$ 2.15	\$ 353,449.25	\$ 2.04	\$ 335,365.80	\$ 2.00	\$ 328,790.00
254	Parking Lot Planing: 1-1/2" (Veterans Park and Income Tax Parking Lot)	4,866	Sq Yds	\$ 4.30	\$ 20,923.80	\$ 2.05	\$ 9,975.30	\$ 4.25	\$ 20,680.50
441	Asphalt Surface Course, Type 1, PG 64-22 (448)	11,871	Tons	\$ 108.00	\$ 1,282,068.00	\$ 95.00	\$ 1,127,745.00	\$ 94.20	\$ 1,118,248.20
441	Asphalt Surface Course, Type 1, PG 64-22 (448) – Veterans Park and Income Tax Parking Lot	405	Tons	\$ 133.00	\$ 53,865.00	\$ 105.00	\$ 42,525.00	\$ 117.00	\$ 47,385.00
441	Asphalt Surface Course, 422, 12.5 MM, Type A (448) PG 70-22M, Fiber Reinforcement for Asphalt Concrete, as per plan	2,102	Tons	\$ 118.00	\$ 248,036.00	\$ 120.00	\$ 252,240.00	\$ 115.00	\$ 241,730.00
SPEC	Asphalt Rejuvenating Agent	69,445	Sq.Yds.	\$ 1.30	\$ 90,278.50	\$ 1.21	\$ 84,028.45	\$ 1.21	\$ 84,028.45
253	Full Depth Asphalt Repairs	1,200	Sq.Yds.	\$ 52.00	\$ 62,400.00	\$ 65.00	\$ 78,000.00	\$ 64.00	\$ 76,800.00
441	Asphalt Intermediate Course Type 1, PG 64-22 (448)	100	Tons	\$ 106.00	\$ 10,600.00	\$ 100.00	\$ 10,000.00	\$ 74.00	\$ 7,400.00
611	Adjustment of Manholes to grade, as per plan	142	Each	\$ 775.00	\$ 110,050.00	\$ 705.00	\$ 100,110.00	\$ 550.00	\$ 78,100.00
638	Adjustment of Valve Boxes to grade	73	Each	\$ 750.00	\$ 54,750.00	\$ 525.00	\$ 38,325.00	\$ 350.00	\$ 25,550.00
621	RPM, All on Muhlhauser except 5 each on Gray Road	356	Each	\$ 50.00	\$ 17,800.00	\$ 34.85	\$ 12,406.60	\$ 34.85	\$ 12,406.60
621	RPM Removed (Muhlhauser Only)	397	Each	\$ 10.00	\$ 3,970.00	\$ 5.00	\$ 1,985.00	\$ 4.75	\$ 1,885.75
614	Work Zone Center Line (Double Yellow), Class III, 642 Paint	1.20	Mile	\$ 3,700.00	\$ 4,440.00	\$ 2,600.00	\$ 3,120.00	\$ 1,815.00	\$ 2,178.00
614	Work Zone Center Line (Broken & Solid), Class III, 642 Paint	0.80	Mile	\$ 3,500.00	\$ 2,800.00	\$ 2,030.00	\$ 1,624.00	\$ 1,815.00	\$ 1,452.00
614	Work Zone Channelizing Line (4" White), Class III, 642 Paint	5,100	Feet	\$ 0.71	\$ 3,621.00	\$ 0.75	\$ 3,825.00	\$ 1.50	\$ 7,650.00
614	Work Zone Lane Line (4" White), Class III, 642 Paint	2.24	Mile	\$ 1,418.00	\$ 3,176.32	\$ 1,275.00	\$ 2,856.00	\$ 835.00	\$ 1,870.40
642	Parking Lot Stall and Transverse Lines (4" White) Veterans Park	1,291	Feet	\$ 2.44	\$ 3,150.04	\$ 3.50	\$ 4,518.50	\$ 2.40	\$ 3,098.40
642	Parking Lot Handicap Symbols – Veterans Park	4	Each	\$ 75.00	\$ 300.00	\$ 155.00	\$ 620.00	\$ 65.00	\$ 260.00
644	Edge Line (4" White)	1.18	Mile	\$ 3,360.00	\$ 3,964.80	\$ 3,645.00	\$ 4,301.10	\$ 2,855.00	\$ 3,368.90
644	Center Line (Double Yellow)	1.45	Mile	\$ 6,725.00	\$ 9,751.25	\$ 6,670.00	\$ 9,671.50	\$ 4,395.00	\$ 6,372.75
644	Center Line (Broken & Solid)	0.58	Mile	\$ 5,805.00	\$ 3,366.90	\$ 4,475.00	\$ 2,595.50	\$ 4,395.00	\$ 2,549.10
644	Edge Line (4" Yellow)	0.03	Mile	\$ 3,360.00	\$ 100.80	\$ 3,470.00	\$ 104.10	\$ 2,855.00	\$ 85.65
644	Arrow	41	Each	\$ 100.00	\$ 4,100.00	\$ 135.00	\$ 5,535.00	\$ 87.00	\$ 3,567.00
644	Yield Bar	66	Feet	\$ 120.00	\$ 7,920.00	\$ 9.50	\$ 627.00	\$ 22.00	\$ 1,452.00
644	Crosswalk Line (12" White)	479	Feet	\$ 7.50	\$ 3,592.50	\$ 5.75	\$ 2,754.25	\$ 2.75	\$ 1,317.25
644	Stop (24" White)	308	Feet	\$ 8.50	\$ 2,618.00	\$ 6.00	\$ 1,848.00	\$ 5.50	\$ 1,694.00
644	Channelizing Line (8" White)	2,435	Feet	\$ 1.85	\$ 4,504.75	\$ 1.50	\$ 3,652.50	\$ 1.65	\$ 4,017.75
644	Lane Line (4" White)	1.12	Mile	\$ 2,500.00	\$ 2,800.00	\$ 925.00	\$ 1,036.00	\$ 1,205.00	\$ 1,349.60
644	Dotted Guide Line (4" White)	808	Feet	\$ 1.75	\$ 1,414.00	\$ 1.45	\$ 1,171.60	\$ 2.20	\$ 1,777.60
Bid Base Total Amount					\$ 2,369,810.91		\$ 2,142,566.20		\$ 2,087,064.90

These bids will be reviewed by the Public Works Department, and a recommendation will be made to Council.

There is no guarantee that the contract will be awarded to the lowest bidder. Contracts are awarded to the bidder deemed to be the best and the lowest.

ALTERNATE BID:

ODOT Item #	Description	Est. Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SPEC	Longitudinal Joint Bond *	6,000	Feet	\$ 5.00	\$ 30,000.00	\$ 1.27	\$ 7,620.00	\$ 1.25	\$ 7,500.00

* Contingency item – to be used as directed by Engineer

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH BARRETT PAVING MATERIALS, INC. FOR THE 2025
ASPHALT RESURFACING PROJECT.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City Manager is hereby authorized to enter into a contract with Barrett Paving Materials, Inc. for the 2025 Asphalt Resurfacing Project in accordance with the bid on file in the office of the City Manager.

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council



**City Council Communication
Regular Meeting - February 24, 2025**

Submitted by: Laurie Murphy, Assistant City Manager CPO
Department: City Manager's Office

Subject:

Amendment of classified wage and salary ordinance.

Legislation Title:

Ordinance to establish salaries and hourly rates for certain salaried and hourly employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain employees, to repeal Ordinance No. 3-25 and all amendments thereto and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that City Council approve this Ordinance, suspending the rules and declaring an emergency to allow for the expeditious implementation of the new rates per the collective bargaining agreements and to amend part-time wage ranges.

Discussion:

The collective bargaining agreements for IUOE and AFSCME provide for annual increases on March 1 and April 1, respectively, of each year of the contract. This ordinance reflects the salary ranges increased by 2.5% effective March 1, 2025 for IUOE members and April 1, 2025 for AFSCME members.

The maximum amount in the wage range for part-time positions was increased by 3% in order to recruit quality candidates and to stay competitive in the market.

Financial Impact:

Funding is provided under the auspices of the approved 2025 Operating Budget.

Emergency Provision:

Yes-the new rates need to be implemented expeditiously due to deadlines in the collective bargaining agreements and the effective date of part-time increases.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Repeal of 3-25 Classified Hourly-Salary Wage Ord- council mtg date 2-24-2025

ORDINANCE NO. _____

ORDINANCE TO ESTABLISH SALARIES AND HOURLY RATES FOR CERTAIN SALARIED AND HOURLY EMPLOYEES OF THE CITY OF FAIRFIELD, OHIO AND TO AUTHORIZE AND LIMIT THE NUMBERS AND TYPES OF CERTAIN EMPLOYEES. TO REPEAL ORDINANCE NO. 3-25 AND ALL AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio that:

Sec. 1 Ordinance No. 3-25 and all amendments thereto and all other ordinances inconsistent herewith are hereby repealed as the respective sections of this Ordinance become effective as stated in Section 14 hereof. Changes from Ordinance No. 3-25 are shown in bold, with deletions in brackets or strikethroughs.

Sec. 2 The salaries and hourly rates and related information contained herein are applicable only to those positions authorized in this Ordinance.

Sec. 3 The terms of the agreements of each bargaining unit of the City shall apply to all members of the bargaining unit, whether or not they are members of the union which represents that bargaining unit.

Sec. 4 All rates established by this Ordinance shall either be the maximum authorized rate or the range for each respective position as shown.

Sec. 5 In the department of General Government there are the following classifications of jobs and rates of pay:

A. Civil Service Commission

One (1) Clerk of Commission (PT)	[12.00-22.00]	12.00-22.66 per hour
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B. Special Appropriations

One (1) Clerk I	[22.54-26.48]	23.10-27.14 per hour
Two (2) Clerks (PT)	[10.70-19.75]	10.70-20.34 per hour
One (1) Human Resources Assistant (PT)	[12.00-22.00]	12.00-22.66 per hour

C. City Council

One (1) Clerk of Council (PT)	[26.19-36.67]	26.19-37.77 per hour
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Sec. 6 In the Department of Development Services there are the following classifications of jobs and rates of pay.

A. Division of Building and Zoning Inspection

One (1) Building Inspector*	[38.15-39.71]	39.10-40.71 per hour
One (1) Heating Inspector*	[38.15-39.71]	39.10-40.71 per hour
One (1) Electrical Inspector*	[38.15-39.71]	39.10-40.71 per hour
One (1) Clerk II	[27.26-28.97]	27.95-29.69 per hour
One (1) Clerk I	[22.54-26.48]	23.10-27.14 per hour
Three (3) Zoning Inspector/Clerks	[27.26-28.97]	27.95-29.69 per hour
One (1) Zoning Inspector/Clerk (PT)	[10.70-19.75]	10.70-20.34 per hour
One (1) Plans Reviewer (PT)	[10.70-37.07]	10.70-38.92 per hour
One (1) Electrical Inspector (PT/TEMP)	[10.70-37.07]	10.70-38.18 per hour

*Additional certifications in Building, Heating and/or Electrical other than that required in classification, add \$1.00 per hour.

Sec. 7 In the Finance Department are the following classifications of jobs and rates of pay:

A. Finance Administration/Financial Services

Two (2) Account Clerk II*	[27.26-28.97]	27.95-29.69 per hour
Four (4) Account Clerk I	[22.54-26.48]	23.10-27.14 per hour
Three (3) Clerk (PT)	[10.70-19.75]	10.70-20.34 per hour

B. Income Tax

One (1) Account Clerk II*	[27.26-28.97]	27.95-29.69 per hour
Four (4) Account Clerk I	[22.54-26.48]	23.10-27.14 per hour
One (1) Clerks (PT)	[10.70-19.75]	10.70-20.34 per hour

*Crew Leader position established to receive an additional \$.50 per hour.

Sec. 8 In the Police Department are the following classifications of jobs and rates of pay:

Ten (10) Sergeants		49.34-53.29 per hour
Fifty-Two (52) Police Officers*		33.75-46.91 per hour
Sixteen (16) Dispatchers **/****	[26.17-30.36]	26.83-31.12 per hour
Eight (8) Dispatchers (PT)	[26.17-30.36]	26.83-31.12 per hour
Four (4) Clerk II***	[27.26-28.97]	27.95-29.69 per hour
Four (4) Clerk I	[22.54-26.48]	23.10-27.14 per hour
One (1) Body Camera Analyst (PT)	[12.00-27.84]	12.00-28.68 per hour
One (1) Animal Control Officer	[23.09-27.06]	23.67-27.74 per hour
One (1) Animal Control Officer (PT)	[23.09-27.06]	23.67-27.87 per hour
One (1) Park Ranger***	[28.13-30.52]	28.83-31.28 per hour
Five (5) Park Rangers (PT)	[28.13-30.52]	28.83-31.44 per hour
Three (3) Police Services Aides (PT)	[12.00-27.84]	10.70-28.68 per hour
One (1) Receptionist (PT)	[10.70-19.75]	10.70-20.34 per hour

* A Police Officer assigned as Field Training Officer for a new Officer will be paid an additional \$2.00 per hour for hours worked in the company of the new Officer as long as the Field Training Officer remains responsible for the training of the new Officer.

** Dispatchers assigned training responsibilities will be paid an additional \$1.75 per hour for the duration of the assignment.

*** Crew Leader position established to receive an additional \$.50 per hour.

**** Appointed **Dispatch Foreman** will be paid [\$36.28] **\$37.19** per hour.

Sec. 9 In the Fire Department are the following classifications of jobs and rates of pay:

Three (3) Battalion Chiefs		39.71-42.19 per hour
Three (3) Captains		37.69-40.05 per hour
Six (6) Lieutenants**(See note below)		35.67-39.05 per hour
Nine (9) Fire Apparatus Operators*****		33.11-37.64 per hour
Forty-Five (45) Firefighter/Paramedics*/**		23.00-36.25 per hour
One (1) Life Safety Inspector		43.48-49.42 per hour
Six (6) Firefighter/EMT (PT)****	[17.84-24.00]	17.84-24.72 per hour
Two (2) Safety Inspectors (PT)	12.00-22.00	12.00-22.91 per hour
One (1) Clerk II	[27.26-28.97]	27.95-29.69 per hour

*Additional \$1.75 per hour paid when serving as Acting Lieutenant.

**Additional \$2.00 per hour paid when serving as Acting Captain.

****Additional \$.50 per hour when assigned to Medic Unit.

*****Additional \$1.00 per hour when serving as acting FOA

Sec. 10 In the Department of Public Works are the following classifications of jobs and rates of pay:

A. Construction Services

One (1) Clerk II	[27.26-28.97]	27.95-29.69 per hour
One (1) Construction Inspector*	[37.99-39.51]	38.94-40.50 per hour
Two (2) Sidewalk Inspectors (PT)	[10.70-19.75]	10.70-20.34 per hour

*Construction Inspectors shall be compensated for one Water License and/or one Wastewater License achieved as follows:

Class I Water Distribution	\$.25	Class I Wastewater Collection	\$.25
Class II Water Distribution	\$.50	Class II Wastewater Collection	\$.50

B. Engineering Services

One (1) GIS-GPS Mapping Technician/Traffic Analyst	[38.00-39.51]	38.95-40.50 per hour
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C. Facilities Maintenance

One (1) Custodial Worker*	[24.09-26.75]	24.69-27.42 per hour
Two (2) Maintenance Worker/Laborer**	[25.46-35.41]	26.09-36.29 per hour
One (1) Maintenance Electrician	[33.03-39.11]	33.86-40.09 per hour

*Crew Leader position established to receive an additional \$.50 per hour.

**Crew Leader positions established to receive an additional \$.50 per hour. Maintenance Worker/Laborer required to maintain proficiency on three or more pieces of equipment shall be compensated an additional \$.30 per hour while maintaining those proficiencies. A Maintenance Worker/Laborer required to maintain an Ohio Department of Agriculture Public Operator Spraying License, a National Swimming Pool Foundation Certified Pool/Spa Operator License, or an NRPA/OPRA National Playground Safety Inspector Certification will be compensated an additional \$.40 per hour.

D. Division of Streets and Grounds

Twenty-Nine (29) Maintenance Worker/ Laborers **/**	[25.46-35.41]	26.09-36.29 per hour
Twenty (20) Laborers (Temp/PT)	[10.70-19.75]	10.70-20.34 per hour
One (1) Clerk II	[27.26-28.97]	27.95-29.69 per hour

**Crew Leader positions established to receive an additional \$.50 per hour. Maintenance Worker/Laborer required to maintain proficiency on three or more pieces of equipment shall be compensated an additional \$.30 per hour while maintaining those proficiencies. A Maintenance Worker/Laborer required to maintain an Ohio Department of Agriculture Public Operator Spraying License, a National Swimming Pool Foundation Certified Pool/Spa Operator License, or an NRPA/OPRA National Playground Safety Inspector Certification will be compensated an additional \$.40 per hour.

***Traffic Signal Technician appointed by management to receive an additional \$1.00 per hour.

E. Municipal Garage

Four (4) Mechanics*/**	[29.23-34.12]	29.96-34.98 per hour
One (1) Clerk II	[27.26-28.97]	27.95-29.69 per hour

* Mechanic Foreman position to receive an additional \$1.45 per hour and Crew Leader position to receive an additional \$.50 per hour.

** Mechanic E receives an additional \$.50/hr, Mechanic F receives an additional \$1.25/hr and Mechanic G receives an additional \$2.25/hr.

Sec. 11 In the Department of Parks & Recreation there are the following classifications of jobs and rates of pay.

A. Administration and Recreation

One (1) Clerk II**	[27.26-28.97]	27.95-29.69 per hour
One (1) Clerk I	[22.54-26.48]	23.10-27.14 per hour
Five (5) Clerks (PT)	[10.70-19.75]	10.70-20.34 per hour
Six (6) Recreation Programmers (PT)	[10.70-22.70]	10.70-23.38 per hour
One (1) Farmer's Market Supervisor (PT)	[10.70-22.70]	10.70-23.38 per hour
Four (4) Facility Attendants (PT)	[10.70-19.75]	10.70-20.34 per hour
Five (5) Cashiers (PT)	[10.70-19.75]	10.70-20.34 per hour
Forty (40) Recreation Leaders (PT)	[10.70-19.75]	10.70-20.34 per hour

**Crew Leader position(s) established to receive an additional \$.50 per hour.

B. Marsh Fishing Lake

One (1) Fishing Lake Supervisor (PT)	[10.70-19.75]	10.70-20.34 per hour
Eight (8) Cashiers (PT)	[10.70-19.75]	10.70-20.34 per hour

C. Recreation Center – Swimming Pool

One (1) Pool Supervisor (Temp)	[10.70-22.70]	10.70-23.38 per hour
Two (2) Senior Lifeguards (Temp)	[10.70-19.75]	10.70-20.34 per hour
Forty-Four (44) Lifeguards (Temp)	[10.70-19.75]	10.70-20.34 per hour
Two (2) Cashiers (PT)	[10.70-19.75]	10.70-20.34 per hour

D. Recreation Center – Golf Course

One (1) Turf Mechanic/Maintenance Worker	[27.01-33.56]	27.69-34.40 per hour
One (1) Greenskeeper*	[31.41-34.34]	32.20-35.20 per hour
Seventeen (17) Laborers (Temp/PT)	[10.70-19.75]	10.70-20.34 per hour
Four (4) Pro Shop Supervisors (PT)	[10.70-22.70]	10.70-23.38 per hour
Fifty (50) Cashiers (PT)	[10.70-19.75]	10.70-20.34 per hour

*Crew Leader position established to receive an additional \$.50 per hour.

**Crew Leader position(s) established to receive an additional \$.50 per hour. Maintenance Worker/Laborer required to maintain proficiency on three or more pieces of equipment shall be compensated an additional \$.30 per hour while maintaining those proficiencies. A Maintenance Worker/Laborer required to maintain an Ohio Department of Agriculture Public Operator Spraying License, a National Swimming Pool Foundation Certified Pool/Spa Operator License, or an NRPA/OPRA National Playground Safety Inspector Certification will be compensated an additional \$.40 per hour.

Sec. 12 In the Department of Public Utilities are the following classifications of jobs and rates of pay:

A. Wastewater Division

One (1) Clerk II	[27.26-28.97]	27.95-29.69 per hour
Two (2) Laboratory Technicians ****	[26.63-38.93]	27.30-39.90 per hour
One (1) Construction Inspector*	[37.99-39.51]	38.94-40.50 per hour
Sixteen (16) Operator/Maintenance Workers */***	[26.97-37.68]	27.64-38.62 per hour
One (1) Maintenance Electrician	[33.03-39.11]	33.86-40.09 per hour

Two (2) Laborers (PT)	[10.70-19.75]	10.70-20.34 per hour
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*Construction Inspectors shall be compensated for one Water License and/or one Wastewater License achieved as follows:

Class I Water Distribution	\$.25	Class I Wastewater Collection	\$.25
Class II Water Distribution	\$.50	Class II Wastewater Collection	\$.50

***Chief Operator, Maintenance Foreman and Collection Foreman to receive \$1.50 over their regular rate of pay. Assistant Collection Foreman and Assistant Maintenance Foreman to receive \$.75 per hour added to their regular rate of pay. Crew Leader position(s) established to receive an additional \$.30 per hour.

****Laboratory Technicians with Class III Water Plant Operator License or Voluntary Wastewater Lab Certifications to receive an additional \$.50 per hour each. Lab Supervisor to receive \$1.25 per hour in addition to regular rate of pay.

B. Water Division

One (1) Clerk II	[27.26-28.97]	27.95-29.69 per hour
Seventeen (17) Operator/Maintenance Workers*	[27.01-39.48]	27.69-40.47 per hour
One (1) Maintenance Electrician	[33.03-39.11]	33.86-40.09 per hour
Two (2) Laborers (PT)	[10.70-19.75]	10.70-20.34 per hour

Sec. 13 There shall be established a labor pool of temporary or part-time employees who will be eligible to work at any time within the duration of this Ordinance. These temporary/part-time employees may work in any City department and their wages will be charged to the department to which they are assigned. The following temporary or part-time positions are established.

Twenty-Five (25) Employees (Temp or PT)	[10.70-19.75]	10.70-20.34 per hour
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Sec. 14 The salaries, rates and conditions established by Sections 5-13 of this Ordinance shall be effective from and after the dates specified in the Union contracts, or as otherwise agreed, for employees included in bargaining units and at the earliest date allowed by law, for all other employees. Until the rates are changed, the former rates shall apply. Notwithstanding any other provisions of this Ordinance, an employee under the age of sixteen (16) may be paid a wage rate less than the Ohio Minimum Wage Rate provided such rate is not less than that established under the Fair Labor Standards Act or its successor law.

Sec. 15 The City Manager is authorized to hire up to one additional person for each position authorized by Ordinance to allow for overlap training and transitioning. Generally, such instances would occur when a current employee has given notice of retirement or resignation and a replacement not currently employed by the City is able to be hired before the departure of the employee. Such training overlaps would be of short duration, generally, not to exceed 60 days.

Sec. 16 This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants so that the recommended changes can take effect in a timely manner, wherefore this Ordinance shall take effect immediately upon its passage.

Passed _____

Mayor's Approval

Posted _____

First Reading _____

Rules Suspended _____

Second Reading _____

Emergency _____

Third Reading _____

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council



**City Council Communication
Regular Meeting - February 24, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Clerk's Office

Subject:

Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 158-24 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025."

Contractual Appropriations: \$2,400,000 total (see attached for detail: \$2,290,000 for Annual Street Paving Program (Public Works); \$110,000 for Sanitary Sewer Lining(Public Utilities))

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed.

Discussion:

Please refer to specific Council Communications for full description of these items.

Financial Impact:

\$2,400,000 from noted funding source.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. CONTRACTUAL 2-24-ORD

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 158-24 ENTITLED “AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025.”

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. Ordinance No. 158-24, the 2025 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Street Improvement Fund	\$2,115,000
To:	40116025-252000 Improvements other than Building (Annual Street Paving Program 5PW06)	\$2,115,000
From:	Unappropriated Capital Improvement Fund	\$75,000
To:	40216025-252000 Improvements other than Building (Annual Street Paving Program 5PW06)	\$75,000
From:	Unappropriated Water Surplus Fund	\$100,000
To:	60516025-252000 Improvements other than Building (Annual Street Paving Program 5PW06)	\$100,000
From:	Unappropriated Sewer Replacement & Improvement Fund	\$110,000
To:	62316025-252000 Improvements Other Than Building (Sanitary Sewer Lining 5WW01)	\$110,000

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed	_____	_____
		_____ Mayor’s Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	_____

Third Reading _____

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2025\CONTRACTUAL 2-24-ORD



**City Council Communication
Regular Meeting - February 24, 2025**

Submitted by: Matt Young, Field Superintendent
Department: Public Utilities

Subject:

CIPP Lining of Sanitary Sewers

Legislation Title:

\$110,000.00 - Wastewater Division - CIPP Lining of Sanitary Sewers (Public Utilities)

Recommendation:

It is recommended that funding be appropriated in the amount of \$110,000.00 for the CIPP lining of sanitary sewers in conjunction with the existing Public Works contract with Insight Pipe Contracting, LLC. #2024-32. In order to start this process by change order to the Public Works Contract, as the contractor is currently available and working on the current City contract, a suspension of rules and emergency provision is being requested.

Discussion:

This project will line approximately 2,100' of 8" and 10" diameter sanitary sewers across the City. Staff has identified these sewers as needing lined due to various reasons including heavy root intrusion, inflow & infiltration, and potential exposure at creek crossings.

This polymer-based liner is expected to extend the useful life of the existing pipe for thirty to fifty years and is part of a cooperative effort between Public Utilities - Wastewater and Public Works

The ability to schedule and bid sanitary sewer lining as opposed to an emergency repair will save the City of Fairfield considerable amounts in construction costs. The potential to identify pipe failures before they occur is even more important as a public safety measure.

Financial Impact:

2025 funding for this project was included in the 2024 - 2028 Capital Improvement Program under project 5WW01 - Sanitary Sewer Rehabilitation. \$110,000.00 is requested from 5WW01. The funding source is #623 - Sewer Replacement and Improvement Fund.

Emergency Provision:

Yes, in order to start this process by change order to the Public Works Contract, as the

contractor is currently available and working on the current City contract, a suspension of rules and emergency provision is being requested.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Insight pricing - awarded

City of Fairfield, OH
2024 Storm Sewer Rehabilitation Via The Cured-In-Place

	Additional Work	Size	Material	<u>Length</u> <u>(LF)</u>	<u>Thickness</u>
1	Walter S322-12-11	8"	VCP	314	6 MM
2	Walter S322-12-11	8"	VCP	239	6 MM
3	Walter S322-12-11	8"	VCP	335	6 MM
4	Mack S131-09-08	8"	VCP	266	6 MM
5	Burgundy S124-04-03	8"	VCP	350	6 MM
6	Burgundy S124-03-02	8"	VCP	350	6 MM
7	Muirfield S264-13-12	8"	VCP	250	6 MM
8	Muirfield S264-12-10	8"	VCP	250	6 MM
9	Pleasant Ave S223-09-08	8"	VCP	453	6 MM
10	Casa Loma S270-06-05	8"	Truss	348	6 MM
11	Red Oak Ct S178-25-24	8"	VCP	283	6 MM
12	Red Oak Ct S178-24-21	8"	VCP	152	6 MM
13	Green Oak Ct. S178-22-22A	8"	VCP	155	6 MM
14	Green Oak Ct. S178-22-21	8"	VCP	107	6 MM
15	Ross S258-04-03	10"	VCP	120	6 MM
16	Winton S257-01-S252-17	10"	VCP	240	6 MM
17	Stockton Rd S242-22-21	21	RCP	364	12MM
TOTAL					

IPC 2024	
<u>Unit Price</u>	<u>Total</u>
\$46.25	\$14,522.50
\$48.46	\$11,581.94
\$40.00	\$13,400.00
\$44.75	\$11,903.50
\$43.75	\$15,312.50
\$43.55	\$15,242.50
\$45.30	\$11,325.00
\$41.65	\$10,412.50
\$39.00	\$17,667.00
\$42.50	\$14,790.00
\$41.70	\$11,801.10
\$44.80	\$6,809.60
\$47.00	\$7,285.00
\$60.30	\$6,452.10
\$73.20	\$8,784.00
\$69.40	\$16,656.00
\$147.00	\$53,508.00
	\$102,148.30



**City Council Communication
Regular Meeting - February 24, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Finance

Subject:

Non-Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 158-24 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025."

Non-Contractual Appropriations: \$61,500 total (see attached for detail)

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed.

Discussion:

Please refer to specific Council Communications for full description of these items.

Financial Impact:

\$61,500 from noted funding source.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. NON CONTRACTUAL 2-24-ORD

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 158-24 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025."

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. Ordinance No. 158-24, the 2025 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Water Expansion Fund	\$20,000
To:	40716023-233300 Engineering Services <i>(Water System Computer Modeling 5WT13)</i>	\$20,000
From:	Unappropriated Water Replacement & Improvement Fund	\$14,750
To:	60416025-253200 Capital Equipment <i>(Replace Major Process Equipment 5WT05)</i>	\$14,750
From:	Unappropriated Sewer Surplus Fund	\$26,750
To:	62416023-233900 Other Professional Services <i>(Turblex Blower Service 5WW04)</i>	\$26,750

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed	_____	_____
		_____ Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	_____
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2025\NONCONTRACTUAL 2-24-ORD



**City Council Communication
Regular Meeting - February 24, 2025**

Submitted by: Jeremy Hamel, Treatment Superintendent
Department: Public Utilities

Subject:

Water Division lime slaker heater addition

Legislation Title:

\$14,750 - Water Division - Major Process Equipment (Public Utilities)

Recommendation:

It is recommended that the city council authorize an appropriation in the amount of \$14,750 for the purchase of lime slaker heating process equipment.

Discussion:

The requested appropriation is for the addition of lime slaker water heaters to optimize the water softening process. The water plant treats an average of 5.5 million gallons per day. The softening process is a chemical reaction with lime that removes calcium and magnesium from incoming well water. The lime slaker heaters look to provide additional heat for reacting lime. This optimization will allow the process to maintain chemical removal while using less lime for the reaction, saving significant chemical cost. A cost estimate is included for review.

Financial Impact:

An appropriation in the amount of \$14,750.00 is being requested for lime slaker heater addition at the water plant.

Funding for this project was included in the approved 2024-2028 Capital Improvement Program (CIP) under project number 5WT05, Replace Major Process Equipment. The funding source is the Water Replacement Fund, 604.

Emergency Provision:

No

Rule Suspension Requested:

no

ATTACHMENTS:

1. Fairfield Water Plant water heaters

1/15/2025

Reference: Fairfield water plant

We are pleased to present our quotation in respect of the above referenced project. We propose to furnish material and labor to complete the plumbing portion of this project. The scope of our work based of plans and specifications supplied to us and will include the following.

Scope of Work:

1. Provide and Install
 - Install (1) Npe240s2 Navion heater.
 - Install (1) ao smith storage tank
 - Insatll (1) recirculating pump to tank
 - Install new pvc flue intake and exhaust to new water heater.
 - Install copper water line to equipment.
 - Pipe gas line to new heater.
- Permits and Inspections
2. Start up and test will be performed on new equipment installed.
3. Provide a one-year labor warranty on work performed (Will submit letter of labor warranty upon request)

Total sum to complete above scope of work: \$ 11,850.00.**Add 2,680.00 for a second water heater.****(Pricing valid for 30 days)****Exclusions:**

1. Electric
2. Permanent seal on any roof penetrations
3. Bid/performance bonds
4. Premium time
5. Building management system

Clarifications:

1. **Please read proposal carefully as if it is not listed it may not be included.**
2. Will submit submittals upon request.
3. Monroe Mechanical requires a 48-hour notice prior to commencing work.
4. This proposal shall become an attachment to any contract entered into for this project.
5. Manufacturer provides equipment warranty.

Thank you for the opportunity of quoting you on this work. Please call if you have any questions concerning this proposal.

Respectfully submitted,

Ed Davidson**Plumbing manager****513-441-396**

The above specifications, terms and conditions are acceptable and you are authorized to proceed.

Authorized Signature: _____ Date: _____



**City Council Communication
Regular Meeting - February 24, 2025**

Submitted by: Jeremy Hamel, Treatment Superintendent
Department: Public Utilities

Subject:

Wastewater Division Turblex Blower Service

Legislation Title:

\$26,750 - Wastewater Division - Turblex Blower Service(Public Utilities)

Recommendation:

It is recommended that the city council authorize an appropriation in the amount of \$26,750 for the maintenance service on the Turblex blower system.

Discussion:

The Turblex Blower is a critical piece of equipment at the City's Wastewater Treatment Plant; the device supplies dissolved oxygen for the Activated Sludge Treatment Process. The 36,000 Hour Service is a necessary preventative maintenance task which ensures the longevity of this critical piece of equipment.

This request is for additional appropriations to cover the extra costs associated with the blower service, including labor and coatings.

Howden is the sole source provider for factory-authorized service and OEM components in North America for these machines, a sole source letter has been provided for review.

A cost estimate and sole source letter has been provided.

Financial Impact:

An appropriation in the amount of \$26,750.00 is being requested for the Wastewater Division's Turblex Blower Service at the wastewater plant. Funding for this project was included in the approved 2024-2028 Capital Improvement Program (CIP) under project number 5WW04, Turblex Blower Service. The funding source is the Sewer Surplus Fund, 624.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. HUSANS.D.AFM.015295_A - Service Quote
2. HUSANS.D.AFM.015296_A - Parts Quote
3. Sole Source Howden Authorized Service Provider Ltr

From: Calvin Kelly
Direct Tel: 417-380-5699
Email: Calvin.Kelly@chartindustries.com
Your Sales Contact: Ricardo Alzate - Ricardo.Alzate@chartindustries.com

To:	Bret Abner	Date:	02/07/2025
Company:	Sullivan Environmental Technologies	Page No:	Page 1 of 5
Ref:	City of Fairfield		
Quote No:	HUSANS.D.AFM.015295/A		
Regarding:	S203/1869T, FAIRFIELD WWTP, KA10SV-GL210, SN 5951		

Thank you for your enquiry submitted to Howden Aftermarket.
 We are happy to present below quotation for Howden Service & Supervision:

!!! Please carefully review PAYMENT & DELIVERY TERMS that apply to this proposal.
 As we look forward to receiving and shipping your order, agreement on terms is important to secure quick and timely processing of your order.

Line	Part No.	Product Description	Delivery time	Qty	Unit Price USD	Total Item USD
1		HOWDEN TO PROVIDE CLASS I SERVICE ON ONE (1) KA10SV-GL210 BLOWERS SN 5951 CLASS I SERVICE SCOPE DISASSEMBLE AIR END OF BLOWER INSPECT & CLEAN ALL PARTS ASSEMBLE AIR END OF BLOWER CHECKING BEARING CLEARANCES RUN & MONITOR BLOWER DURING NORMAL PLANT OPERATION (2) 10-hour Travel Days (4) 10-hour Work Day(s) (Mon-Fri)	0 Week(s)	1.00	21,600.00	21,600.00
2		ADDER FOR CLASS II SERVICE	0 Week(s)	1.00	2,900.00	2,900.00

CLASS II ADDER SCOPE

CLASS I SCOPE (ABOVE) +

DISASSEMBLE DRIVE COUPLING
REMOVE BLOWER COUPLING HUB (REQUIRES SITE PROVIDED ACETYLENE TORCH)
DISASSEMBLE OIL END (GEARBOX)
CLEAN & INPECT PARTS
REASSEMBLE GEARBOX & COUPLING ASSEMBLY

WE ONLY RECOMMEND CLASS II PORTION IF REPORTING HIGH VIBRATION OR HIGH BEARING TEMP ISSUES THAT CANT BE CORRECTED WITH MOTOR ALIGNMENT.

(1) 8-hour Work Day(s) (Sat)

Quote Contains Estimated Time, Expenses & Toolbox Fee for above Services.
NOTE 1:

This quote is based on technician working 10 hrs. MON-FRI and 8 hrs. Sat. If the site schedule differs from these hrs., additional expenses WILL occur. please contact Calvin Kelly @ 417-380-5699 or Calvin.Kelly@chartindustries.com asap if your site does not work 10 hrs. MON-FRI and 8 hrs. Sat. Site internal delays will also be billed per rate sheet.

NOTE 2:

Any work outside above service description will have to be agreed to in writing for extra Time & Expenses before work can be done.

Requires qualified site tech to assist Howden tech for entire job duration.

Site responsible for supplying certified lifting capable to safely remove all blower parts.

Site responsible to remove/install inlet filter transition and enclosure if equipped.

Site Contact: Randy Hassler
513-858-7760
rhassler@fairfield-city.org

Site Address: Fairfield WWTP
4799 Groh Lane
Fairfield, OH 45014

Total 24,500.00

Price and estimated delivery schedule is based upon material price and availability and factory loading at the time of the proposal, and may be subject to adjustment at the time of order placement and acknowledgement.

For any Service & Supervision offered, an estimation was calculated using current rate sheet as a guide. Cost is approximate and a final invoiced amount will present actual cost based on actual hours as required/requested by site personnel.

Typically, our service advisors will travel with diagnostic equipment only and will advise a mechanic/millwright with tools.

Howden standard inspection, packaging and documentation apply to content of this proposal, unless specified above. Additional requirements will be quoted upon request.

For Service & Supervision – additional Labor charge may apply to base rate, overtime rate and double time rate depending on actual hours on workday(s), weekend(s) and Howden locally observed holiday(s).

Howden will supply equipment from Howden workshops/manufacturing sites and via Howden Supply chain approved suppliers sourced worldwide, optimized to give our customers the best value option.

Non Inventory parts are non returnable; returned inventory parts are subject to restocking fee, and will not be accepted without agreement with Howden.

In the event an account has an overdue balance with Howden, Howden reserves the right to hold shipment until payments are received, and the account is current.

Terms and Conditions: This offer is made expressly subject to and conditioned upon acceptance of Seller's North American Standard Terms for Sale of Goods (available at: <https://www.chartindustries.com/Terms-Conditions>). Unless otherwise negotiated and agreed to by Seller in writing, no other terms shall apply regardless of any statement on Buyer's documents to the contrary.

Purchase Order Submission:

A purchase order or a letter of acceptance is required as written notification of acceptance of this Proposal. Please ensure that your purchase order clearly states the Proposal number and is issued to:

Howden USA Company

Emailed to: Orderdesk.USA@Howden.com

Howden minimum order value is \$500.

For any failure to pick up or direct shipment of goods within 10 Business days after written notice of availability, Howden will invoice a storage fee of \$500 per week for the duration of the storage.

Please note: This order is taxable. If exempt, we must have a valid tax-exempt certificate on file for the state that we are shipping to for this order. Otherwise, tax will be charged. If you have a valid certificate, please send in with your order.

For Prepay and Charge Orders, there will be a 10% charge of the net selling price applied to the order to cover the standard transportation and handling expenses to the first North American or Canadian destination.

This will be added as a separate item or an invoice will be issued separately to the Buyer. This does not apply to overseas or expedited shipments. In addition, any expenses incurred by Seller because of special delivery arrangements requested by Buyer shall be billed to Buyer. Howden does

not provide copies of freight invoices.

For Credit Card Payments a 2% surcharge will be added onto orders over \$3,000 when a credit card is the method of payment. The order value, including the surcharge, will be payable at the time of order placement and shall not be accepted at any point hereafter. Please note that your purchase order is still required as part of the new policy.

Delivery Terms:

Payment Terms: Payment Terms are Net 30 days from invoice date: Invoice will be issued for the full amount upon receipt of Order.

Warranty: Twelve (12) months from installation or eighteen (18) months after date of shipment, whichever occurs first.

Price Validity: This proposal expires in 90 days

General: This Proposal and acceptance of any Purchase Order is subject to credit approval from Coface. Pricing does not include Federal, State or Export taxes or duties.

In order to schedule a Service or Supervision to your site, your acknowledgement requesting the dispatch of a Service or Supervision technician and a copy of an approved purchase order is required.

Please note that in case the Steel Price Index changes more than +/- 3% from the time of the proposal to the time of receiving the Purchase Order from Buyer, Howden reserves the right to adjust the price accordingly.

Upon submittal of orders to Howden, Buyer acknowledges its name will be added to a confidential list of customers that purchased Howden product(s), and agrees that from time to time, Seller, in its discretion, may provide its name as a

reference for these products to new customers or to contractors to demonstrate where these products have been sold.

Howden is ISO 9001:2015 Certified.

Regards,

Calvin Kelly

Howden Aftermarket

Aftermarket Proposal

Web: www.chartindustries.com

From: April Montgomery
Direct Tel: 417-380-5676
Email: April.Montgomery@chartindustries.com
Your Sales Contact: Ricardo Alzate - Ricardo.Alzate@chartindustries.com

To:	Bret Abner	Date:	02/03/2025
Company:	Sullivan Environmental Technologies	Page No:	Page 1 of 5
Ref:	City of Fairfield		
Quote No:	HUSANS.D.AFM.015296/A		
Regarding:	S203 City of Fairfield - Parts for Class I KA10SV-GL210 (SN 62005951)		

Thank you for your enquiry submitted to Howden Aftermarket.

We are happy to present below quoted parts, prices and estimated delivery schedules:

!!! Please carefully review PAYMENT & DELIVERY TERMS that apply to this proposal.

As we look forward to receiving and shipping your order, agreement on terms is important to secure quick and timely processing of your order.

Line	Part No.	Product Description	Delivery time	Qty	Unit Price USD	Total Item USD
1	89412860	D119 O-ring 614 x 3 Silicone	1 Week(s)	1.00	260.00	260.00
2	N17L57350	H503 O-ring	1 Week(s)	1.00	83.00	83.00
3	89412019	H110 O-ring	1 Week(s)	1.00	14.00	14.00
4	89412020	H111 O-Ring	1 Week(s)	2.00	18.00	36.00
5	89027296	T231 O-ring	1 Week(s)	1.00	9.00	9.00
6	N17V3155	T246 O-ring	1 Week(s)	1.00	39.00	39.00
7	N61T05045	D118 Screw	1 Week(s)	34.00	7.00	238.00
8	300031	Cleaning Kit A	1 Week(s)	1.00	1,555.00	1,555.00

Any estimates of delivery dates are based on our current backlog of orders and may therefore differ from the achievable delivery dates at the time of the actual order being placed. Howden will seek to consolidate shipments as much as possible.

We ask that you clearly state on your Purchase order, if and when partial delivery is desired.

Price and estimated delivery schedule is based upon material price and availability and factory loading at the time of the proposal, and may be subject to adjustment at the time of order placement and acknowledgement.

For any Service & Supervision offered, an estimation was calculated using current rate sheet as a guide. Cost is approximate and a final invoiced amount will present actual cost based on actual hours as required/requested by site personnel.

Typically, our service advisors will travel with diagnostic equipment only and will advise a mechanic/millwright with tools.

Howden standard inspection, packaging and documentation apply to content of this proposal, unless specified above. Additional requirements will be quoted upon request.

For Service & Supervision – additional Labor charge may apply to base rate, overtime rate and double time rate depending on actual hours on workday(s), weekend(s) and Howden locally observed holiday(s).

Howden will supply equipment from Howden workshops/manufacturing sites and via Howden Supply chain approved suppliers sourced worldwide, optimized to give our customers the best value option.

Non Inventory parts are non returnable; returned inventory parts are subject to restocking fee, and will not be accepted without agreement with Howden.

In the event an account has an overdue balance with Howden, Howden reserves the right to hold shipment until payments are received, and the account is current.

Terms and Conditions: This offer is made expressly subject to and conditioned upon acceptance of Seller's North American Standard Terms for Sale of Goods (available at: <https://www.chartindustries.com/Terms-Conditions>). Unless otherwise negotiated and agreed to by Seller in writing, no other terms shall apply regardless of any statement on Buyer's documents to the contrary.

Purchase Order Submission:

A purchase order or a letter of acceptance is required as written notification of acceptance of this Proposal. Please ensure that your purchase order clearly states the Proposal number and is issued to:

Howden USA Company

Emailed to: Orderdesk.USA@Howden.com

Howden minimum order value is \$500.

For any failure to pick up or direct shipment of goods within 10 Business days after written notice of availability, Howden will invoice a storage fee of \$500 per week for the duration of the storage.

Please note: This order is taxable. If exempt, we must have a valid tax-exempt certificate on file for the state that we are shipping to for this order. Otherwise, tax will be charged. If you have a valid certificate, please send in with your order.

For Prepay and Charge Orders, there will be a 10% charge of the net selling price applied to the order to cover the standard transportation and handling expenses to the first North American or Canadian destination.

This will be added as a separate item or an invoice will be issued separately to the Buyer. This does not apply to overseas or expedited shipments. In addition, any expenses incurred by Seller because of special delivery arrangements requested by Buyer shall be billed to Buyer. Howden does not provide copies of freight invoices.

For Credit Card Payments a 2% surcharge will be added onto orders over \$3,000 when a credit card is the method of payment. The order value, including the surcharge, will be payable at the time of order placement and shall not be accepted at any point hereafter. Please note that your purchase order is still required as part of the new policy.

Delivery Terms: INCOTERMS 2020
Free Carrier - Medina, OH

Seller is responsible for delivery to the named place. Seller is responsible for loading. Risk and cost are transferred to the buyer as soon as delivered at the named place. Unloading is the buyers responsibility.

Payment Terms: Payment Terms are Net 30 days from invoice date: Invoice will be issued for the full amount upon receipt of Order.

Warranty: Twelve (12) months from installation or eighteen (18) months after date of shipment, whichever occurs first.

Price Validity: This proposal expires in 30 days

General:

This Proposal and acceptance of any Purchase Order is subject to credit approval from Coface. Pricing does not include Federal, State or Export taxes or duties.

In order to schedule a Service or Supervision to your site, your acknowledgement requesting the dispatch of a Service or Supervision technician and a copy of an approved purchase order is required.

Please note that in case the Steel Price Index changes more than +/- 3% from the time of the proposal to the time of receiving the Purchase Order from Buyer, Howden reserves the right to adjust the price accordingly.

Upon submittal of orders to Howden, Buyer acknowledges its name will be added to a confidential list of customers that purchased Howden product(s), and agrees that from time to time, Seller, in its discretion, may provide its name as a reference for these products to new customers or to contractors to demonstrate where these products have been sold.

Howden is ISO 9001:2015 Certified.

Regards,

April Montgomery

Howden Aftermarket

March 20, 2024

Subject: Factory Authorized Service

Dear Howden/Turblex Equipment Owners,

Howden USA has been in business since 1854. Howden manufactures parts, performs repairs, and provides field services for Single and Multi-Stage Blowers, Gas Boosters, Steam Turbines, and Compressors. Services are available for new and legacy OEM equipment brands including:

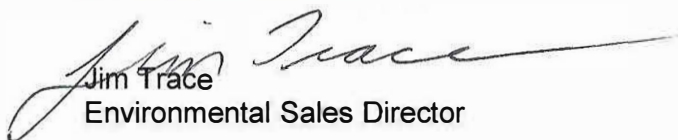
- Steam turbines – Howden, Siemens
- Blowers, gas boosters, and compressors – HV-Turbo, Cord-Turbo, Turblex, Siemens Energy, Inc., Kuhnle, Kopp & Kausch, Spencer
- Fans – Schiele, Exvel

Howden is the sole source provider for factory-authorized service and OEM components in North America for these machines. Our commitment to exemplary operating installations is demonstrated by the Company's investment in the Customer Service/Parts Department. This highly trained group of professionals includes in-house technical and parts departments, as well as mechanical and instrumentation field services personnel. A staff of mechanical, electrical and instrumentation engineers from our engineering centers support the Howden field service group.

Purchase orders should be addressed to:

Howden USA Company
2475 George Urban Blvd.
Depew, NY 14043

Should you have any problems or additional needs, please do not hesitate to contact us at www.howden.cloud/quote.



Jim Trace
Environmental Sales Director

d: 765 827 9200
m: 913 609 0829
e: Jim.trace@howden.com



**City Council Communication
Regular Meeting - February 24, 2025**

Submitted by: Matt Young, Field Superintendent
Department: Public Utilities

Subject:

Professional and engineering services for water system modeling

Legislation Title:

\$20,000.00 - Water Division - Professional and engineering services (Public Utilities)

Recommendation:

It is recommended that council approve \$20,000.00 for professional and engineering services by Ramboll.

Discussion:

Professional and engineering services are necessary to assist City staff in the evaluation of real or proposed changes in the water distribution system. To evaluate changes to the water system as a result of such things as the addition of a new major industrial water customer or the replacement of old water mains, the City utilizes third party technical support to perform computer-aided hydraulic model runs. The results of these modeling efforts inform the City of the likely impact to the public water system of said changes. Priority issues evaluated through modeling efforts include water pressure changes, fire flow changes, and overall water demand changes. 2025 work will focus on the affects of potential new water customers in the Seward pressure zone which serves primarily the City's commercial areas.

Financial Impact:

An appropriation in the amount of \$20,000 is being requested for engineering and water system modeling services for the City's Water Division; this request includes contingency. Funding for this project was included in the approved 2024-2028 Capital Improvement Program (CIP) under 5WT13 'Water Computer Modeling'. The funding source is the Water Expansion Fund - #407.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. On-call water modeling services letter proposal_021125

Mr. Adam M. Sackenheim

Public Utilities Director
City of Fairfield, OH
5021 Groh Lane
Fairfield, Ohio 45014
513-896-8153

On-call Water System Modeling and Planning Services

Dear Mr. Sackenheim,

Ramboll Americas Engineering Solutions, Inc. (Ramboll) is pleased to provide the City of Fairfield Public Utilities Department (PUD) with this proposal for "on-call" water system modeling and planning services as requested by the PUD. Engineering services provided under this proposal may include the following:

Date: February 11, 2025

- Water improvements for proposed developments
- Pipe and pump sizing for water replacements
- Fire hydrant flow requests and estimates
- Criticality analyses and 3R investment priorities
- New water capital projects in the existing system
- Water system operational studies (i.e., tanks, pumps, etc.)
- Updating water system model to include new projects and corrections to existing information
- Water quality and water age analyses
- Pressure transient analyses
- Valving and pressure zone boundary analyses
- Other related services as directed by the PUD

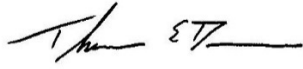
Ramboll
4245 North Fairfax Drive
Suite 570
Arlington, VA 22203
USA

T 703-516-2300
<https://ramboll.com>

We propose to perform this work under a Purchase Order between the City of Fairfield PUD and Ramboll. The fee for services as set forth and described above shall be invoiced monthly on a Time and Materials (T&M) basis. The fee estimate for this purchase order request is **\$20,000** and will be based on time and materials expended up to the upset limit. Ramboll will notify the PUD when efforts under this approach the billing limit, so that the PUD can authorize additional funding.

We very much appreciate the opportunity to provide further engineering services to the City of Fairfield PUD. Should you have questions or concerns about the information in this proposal, please contact Thomas Dumm at (301) 748-9516. (Thomas.Dumm@Ramboll.com)

Yours sincerely

A handwritten signature in black ink, appearing to read 'Th Dumm', followed by a horizontal line.

Thomas Dumm
SME/SR. TECHNICAL MANAGER

M301-748-9516
thomas.dumm@ramboll.com

cc:
City of Fairfield PUD – Matt Young
Ramboll – Karen Dettmer, Alexandria Hackford, file